

Panaji, 13th June, 1978 (Jyaistha 23, 1900)

SERIES II No. 10

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

EXTRAORDINARY

GOVERNMENT OF GOA, DAMAN AND DIU

Industries and Labour Department

Order

No. IRM/CON/77/IT-11/77

The following Award given by the Industrial Tribunal Goa, Daman and Diu on an industrial dispute between the management of M/s. Leukoplast (India) Pvt. Ltd., M/s. Cosme Farma Laboratories, M/s. Colfax Laboratories (India) Pvt. Ltd., M/s. Carter Wallace and M/s. Cosme Laboratories, Curti, Ponda, Goa and their workmen, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947):—

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 22nd May, 1978.

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal-Cum-Labour Court, Government of Goa, Daman and Diu

Reference No. IT/18/77

M/s. Leukoplast (India) Pvt. Ltd.,
M/s. Cosme Farma Laboratories,
M/s. Colfax Laboratories (India) Pvt. Ltd.,
M/s. Carter Wallace and
M/s. Cosme Laboratories at Curti, Ponda — 2nd Party.

V/s.

Their Workmen — 1st Party.

By Government Order No. IRM/CON/(77)/77/IT-11/77/933 dated 22nd June, 1977, the Government of Goa, Daman and Diu referred for adjudication the dispute between the parties with the following schedule.

SCHEDULE

"Whether the following demands of the workmen of M/s. Leukoplast (India) Pvt. Ltd., M/s. Cosme Laboratories, M/s. Colfax Laboratories (India) Pvt. Ltd., M/s. Carter Wallace Ltd., and M/s. Cosme Farma Laboratories, Curti, Ponda, Goa, are legal and justified.

If not, what relief the workmen are entitled to?

1. Revision of pay scales with retrospective effect from 1-1-1977 as shown against the following grades:

(a) Special Grade	Rs. 300-30-450-45-675-68-1015
(b) Grade No. I	Rs. 225-23-340-34-510-51-765
(c) Grade No. II	Rs. 200-20-300-30-450-45-675
(d) Grade No. III	Rs. 165-17-250-25-375-38-565
(e) Grade No. IV	Rs. 150-15-225-20-325-25-450

2. Demand for Dearness Allowance with retrospective effect from 1-1-1977.

3. Demand for Variable Dearness Allowance at the rate of Re. 1/- per point rise or fall with retrospective effect from 1-10-1976.

4. Demand for house rent allowance at the rate of Rs. 75/- per month per head with retrospective effect from 1-1-1977.

5(a) Demand for privilege leave at the rate of 30 days per year.

5(b) Demand for 15 days casual leave in a year.

6. Demand for 16 paid holidays per year.

7. Demand for free transport facility.

8. Demand for rain protective devices, lockers and rest rooms.

9. Demand for reimbursement of education fees/tuition fees for the workers' children.

10. Demand for departmental promotions of the workmen."

On receipt of the reference, it was registered at IT/18/77 and as many as six adjournments were given for the first party workmen to file their claim statement. Finally, when the case was called up on 3rd May, 1978, the representatives of the Union and the Management stated that the matter had been settled and the settlement would be filed before the Tribunal on 4th May, 1978. Accordingly, the case was taken up and the memorandum of settlement was filed before the Tribunal with a joint memo requesting this Tribunal to pass an award in terms of the settlement.

There are independent settlements for each of the managements and their respective workmen. These settlements have been arrived at before the workmen constituting the first party before the tribunal had even filed the claim statement. This circumstance goes to show that the parties have thrashed out their disputes fully and completely as neither party had made any commitment by formulating its case for the consideration of this Tribunal. The settlement is therefore accepted and the following award is made.

AWARD

Award is made in terms of the settlements reached between the parties and they shall be binding on the management and their workmen.

The settlements shall be annexed to this award and shall form part of this award.

Place: — Dona Paula.

(R. V. KOLLALI)

Dated: — 4/5/1978.

Presiding Officer.

MEMORANDUM OF SETTLEMENT UNDER SECTION 2(p) READ WITH SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947 ENTERED INTO BETWEEN THE MANAGEMENT OF M/S. LEUKOPLAST (INDIA) PVT. LTD. AND THEIR WORKMEN REPRESENTED BY THE NATIONAL UNION FOR GENERAL EMPLOYEES, INTUC, VASCO-DA-GAMA

<i>Representing the Management</i>	<i>Representing the Union</i>
1. Mr. P. J. Menezes	1. Mr. S. V. Rao, General Secretary, National Union of General Employees (INTUC) Goa.
2. Mr. T. X. Menezes	
3. Mr. D. L. Menezes	2. Mr. Peter A. Soares, (Authorised Representative on behalf of V. Fallari, President of the unit)
4. Mr. S. A. Aggarwal	3. Mr. Waman C. Daddiker, Secretary of the unit.
5. Mr. K. S. Rao	4. Mr. Govind B. Wadker.
6. Mr. John Fernandes	5. Mrs. Rachele Correa.
	6. Mrs. Odette Soares.
	7. Mrs. Mridula Prabhu.

SHORT RECITAL OF THE CASE

On 31-3-77 the General Secretary of the National Union for General Employees (hereinafter referred to as the Union) submitted a charter of demands, on behalf of the workmen employed by M/s. LEUKOPLAST (INDIA) PVT. LTD. (hereinafter referred to as the Company) in its factory at Ponda-Goa. The demands were in respect of revision of pay scales, Dearness Allowance, Variable dearness allowance, residential quarters/payment of House rent allowance, increase in privilege/casual leave, paid holidays, transport facilities, rain protective devices, rest room with proper modern amenities lockers and hangers, education fees/tuition reimbursement fees and free transport to school going children of workmen, and departmental promotions. Consequent to the submission of charter of demands, the union approached the Labour Commissioner, Goa and requested him to intervene in the matter. On 10-5-77, the union filed an objection memo against the company being represented by their Labour Advisor. The Company vide its letter dated 12th May 1977 submitted its reply to the objections raised by the Union in regard to matter of representation. Thereafter a meeting was held in the office of the Labour Commissioner between the parties on 16-5-77 but the parties could not resolve the dispute. From 17-5-77 the workmen of the Company resorted to strike and the said strike was called off on 27-6-77. During the period of this strike the Government of Goa, Daman and Diu vide its notification dated 23rd June 1977, prohibited the continuance of the then existing strike. Before the order of prohibition was issued the Govt. of Goa, Daman and Diu had also made a reference on 22-6-77 in respect of demands served by the workmen through their Union.

After the restoration of normalcy the Union addressed a letter on 24th November 77 to the Company requesting for negotiations on the issue of charter of demands. The management responded to the request of the Union and the negotiations continued thereafter. The parties met from time to time until end of March and the final meeting was held on 15th April 1978 on which date the parties have arrived at the following settlement.

TERMS OF THE SETTLEMENT

1. Revision of Pay Scales: The following scales of pay for the different grades shall be introduced for the respective categories of the workmen w. e. f. 1-4-77.

Grade I	175-12-235-15-385-17-470
Grade II	145-8-185-10-285-12-345
Grade III	105-6-135-7-205-8-245
Grade IV	90-5-140-6-200

2. Dearness Allowance: The workmen shall be entitled to receive revised dearness allowance as mentioned below w. e. f. 1-4-77.

<i>Range of Basic Salary</i>	<i>Percentage of Dearness Allowance</i>
upto and including Rs. 100/-	65% of the basic pay subject to minimum of Rs. 65/-
Rs.	
101 to 200	40%
201 to 300	30%
301 to 400	20%
401 and above	10%

The above Basic salary scale and D. A. are linked to the All India Consumers Price Index Figure 253 (1949 = 100).

3. Variable Dearness Allowance: It is hereby agreed between the parties that the existing rate of VDA of 60 paise per point rise per month would be enhanced to 70 paise per point rise per month w. e. f. 1-4-77. It is further agreed between the parties that the existing base for the qualification of VDA would remain unchanged during the subsistence of this settlement i. e. All India Consumer Price Index Figure 253 (1949 = 100). The parties further agree that six monthly revision of VDA would hereafter be made in January and July of each year as against April and October under the past practice. For the purposes of computation of VDA for a period from January to June the average All India Consumer Price Index Figure for month of April to September of the preceding year shall be taken as the basis. For the purposes of computation of VDA for a period from July to December of the current year, the Average All India Consumer Price Index Figure for the period commencing from October of the previous year to March of the current year shall be taken as the basis. The first revision under this pattern would be effective from 1-1-78.

4. Residential Quarters/Payment of House Rent Allowance: It is hereby agreed between the parties that such of the workmen, to whom quarters have not been provided, shall be paid House rent allowance at the rate of 8% of their basic salary subject to a minimum of Rs. 15/- per month with effect from 1-4-77.

5. Increase in Privilege/Casual Leave: (a) The parties agree that the existing pattern of Privilege and Casual Leave shall remain unchanged during the subsistence of this settlement. However, such of the workmen who do not avail on and off the Privilege Leave but only desires to obtain privilege leave by accumulating the same for a period of three years; they will be permitted to accumulate privilege leave upto three years provided that the workmen at the time of enjoyment of such privilege leave encashes 50% of the accumulated privilege leave.

(b) *Casual Leave:* If an employee has not availed Casual Leave during the year, the employee will be entitled to encash the said casual leave to the extent the leave is not availed. Casual leave on pro-rata basis, will be due after six months continuous service or on confirmation whichever is earlier.

(c) *Sick Leave:* The sick leave can be accumulated upto 28 days. The Company agrees to give seven days sick leave with pay per year. Pro-rata sick leave shall be credited to new entrants at the beginning of new year after their confirmation.

6. Paid Holidays: The existing practice shall remain unchanged during the subsistence of this settlement.

7. Transport Facilities: The Company agrees to provide each permanent workmen a cycle at its own cost in the manner mentioned hereafter. Such of the workmen who have completed ten years of service on the date of receipt of the cycle would be entitled for replacement of this cycle after a further period of ten years. However, in the case of such workmen who have not completed ten years on the date of first allotment of cycles to them, the renewal of cycles in their cases would come up only after completion of twenty years of continuous service. The cycle should be provided in such manner that before the expiry of this settlement all the permanent employees in the employment as on date of this settlement shall be provided cycles. The frequency of issue of cycles would be every six months. However, only female permanent workmen would be permitted to encash the benefit of free cycles on the basis of purchase price of the cycles.

8. **Rain Protective Devices:** Existing practice shall continue unchanged during the subsistence of this settlement.

9. **Lockers and Hangers:** Existing practice shall continue unchanged during the subsistence of this settlement.

10. **Rest Room with proper Modern Amenities:** Existing practice shall continue unchanged during the subsistence of this settlement.

11. **Education Fees/Tuition Reimbursement Fees and Free Transport to School going Children to your Workmen:** This demand is not pressed and is withdrawn by the Union.

12. **Departmental Promotions:** In view of the settlement reached on this issue and in view of the said settlement being filed before the Hon'ble Arbitrator, Shri R. V. Kollali, where the dispute in regard to departmental promotions and classification is pending, this demand is treated by the parties as settled in terms of the award of the Hon'ble Arbitrator.

GENERAL

13. The revised wages of each workman, as from 1-4-77 are shown in annexure 'A' to this settlement. The date of annual increment would hereafter be 1st January or first July of each year. The new date of annual increment for existing workmen is shown in the last column of annexure 'A' to this settlement. In the case of new workmen to be employed hereafter and/or promoted workmen, the date of annual increment shall be notified by the Company at the time of confirmation and/or promotion.

14. The arrears arising out of clause Nos. 1 to 4 shall be paid on 10th May 1978.

15. The parties agree to submit this settlement to the Hon'ble Industrial Tribunal, Goa, Daman and Diu, before whom the Reference No. IT 17 of 1977 is pending for disposal, with a prayer that an award may be passed in terms of this settlement.

16. The parties agree that this settlement shall be binding upon them for a period upto and including 28th February 1981.

17. The workman and the Union agree not to re-agitate over the demands covered under this settlement, during the subsistence of this settlement. It is further agreed that in case of an industrial dispute, the parties shall take recourse to the machinery provided under the Industrial Disputes Act, 1947 for the settlement of such dispute during the subsistence of this settlement.

18. The Company agrees to pay a shift allowance of Re. 1/- per shift worked if the workmen are called upon to work in the second shift. The shift allowance shall be Rs. 1.50 ps. per shift worked for third shift.

19. **Officiating Allowance:** If a workman working in a lower grade is asked to work in a higher grade in a temporary/leave vacancy, he shall be paid officiating allowance for each day of work in the higher grade on the following basis:

Grade IV to III — Re. 0.50 paise per day worked.

Grade III to II — Re. 0.75 paise per day worked.

Grade II to I — Re. 1.00 per day worked.

20. It is hereby agreed between the parties that the existing facility of subsidising lunch at the rate of 0.95 ps. per meal would be discontinued w.e.f. 1st May 1978. In view of this good gesture made by the workmen, the Company agrees to merge subsidy into D.A. by increasing rate of D.A. to 90% of the first hundred (subject to minimum of Rs. 90/-) w.e.f. 1-5-78. It is agreed between the parties that by virtue of this settlement the subsidy or lunch/food is finally settled between the parties. This is in supersession of the existing settlement dated 8th April 1976. However, the Company agrees to continue the existing facility of supply of free tea two times a day. The Company further agrees that the existing canteen premises shall be utilised by the workers for lunch and recreation.

The workmen and the Union agree that they shall extend active co-operation in day to day working of the establishment of the Company.

Dated the 15th day of April 1978.

Representing the Management

1. Mr. P. J. Menezes
2. Mr. T. X. Menezes
3. Mr. D. L. Menezes
4. Mr. S. A. Aggarwal
5. Mr. K. S. Rao
6. Mr. John Fernandes

Representing the Union

1. S. V. Rao, General Secretary, National Union for General Employees (INTUC) Goa.
2. Mr. Peter A. Soares, (Authorised Representative on behalf of V. Fallari, President of the unit).
3. Mr. Waman C. Daddiker, Secretary of the unit.
4. Mr. Govind B. Wadker.
5. Mrs. Rachele Correa.
6. Mrs. Odette Soares.
7. Mrs. Mridula Prabhu.

REF (IT — GDD) 17 of 1977

M/s. LEUKOPLAST (INDIA) PVT. LTD.

Niranca Road, Curti,
PONDA, GOA

Statement showing Fitment in Revised Wage Scales, with Dearness Allowance, Variable Dearness Allowance, House Rent Allowance and Totals after increments where due, showing wages as on 1st April, 1977, and after

Basic Scales — Grades: I Rs. 175-12-235-15-385-17-470.
II 145-8-185-10-285-12-345
III 105-6-135-7-205-8-245
IV 90-5-140-6-200

Revised rates of wages as per settlement from 1-4-77.

Sr. No.	Name Date of joining Designation Present Grade	Promotion if any to grade from (date)	Wages Payable on 1-4-77 as per old scale		Particulars	Wages payable on 1-1-77 with increment due if any	Wages payable if increment is due between 1-4-77 to 30-9-77	Wages payable on 1-10-77 with increment due if any	Wages payable if increment due between 1-10-77 and 31-12-77	Wages payable from 1-1-78 with increments due if any	Remarks
1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
1.	Mr. Peter Fernandes 1-11-67 Jr. m/c Opnr, II	I from 1-1-77	205-00	364-90	Basic	235-00	—	235-00	—	250-00	
					DA	115-50	—	115-50	—	120-00	
					HRA	18-80	—	18-80	—	20-00	Jan.
					VDA	79-80	—	84-70	—	97-30	
					Total	449-10	—	454-00	—	487-30	
2.	Mr. Anthony Dias 3-11-67 Helper, III		181-00	351-80	Basic	213-00	—	213-00	—	221-00	
					DA	108-90	—	108-90	—	111-30	
					HRA	17-04	—	17-04	—	17-68	Jan.
					VDA	79-80	—	84-70	—	97-30	
					Total	418-74	—	423-64	—	447-28	

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
3.	Mr. P. Soares 9-11-67 Sr. Opnr, I		335-00	530-40	Basic DA HRA VDA Total	370-00 149-00 29-60 79-80 628-40	— — — — —	370-00 149-00 29-60 84-70 633-30	— — — — —	385-00 152-00 30-80 97-30 665-10	Jan.
4.	Mr. V. Fallari 21-11-67 Jr. Opnr, II		257-00	432-50	Basic DA HRA VDA Total	285-00 130-00 22-80 79-80 517-60	— — — — —	285-00 130-00 22-80 84-70 522-50	— — — — —	297-00 134-10 23-76 97-30 552-16	Jan.
5.	Mr. B. Saterdecar 28-11-67 Helper, III	II from 1-7-76	175-00	323-40	Basic DA HRA VDA Total	205-00 106-50 16-40 79-80 407-70	215-00 109-50 17-20 79-80 421-50 (July)	215-00 109-50 17-20 84-70 426-40	— — — — —	215-00 109-50 17-20 97-30 439-00	Jan.
6.	Mr. S. Borcar 1-12-67 Elect/Opnr, II		293-00	479-30	Basic DA HRA VDA Total	321-00 139-20 25-68 79-80 565-68	— — — — —	321-00 139-20 25-68 84-70 570-58	— — — — —	333-00 141-60 26-64 97-30 598-54	Jan.
7.	Mrs. R. Correia 1-12-67 Chief Packer, II	I from 1-1-77	295-00	481-90	Basic DA HRA VDA Total	325-00 140-00 26-00 79-80 570-80	— — — — —	325-00 140-00 26-00 84-70 575-70	— — — — —	340-00 143-00 27-20 97-30 607-50	Jan.
8.	Mrs. F. D'Souza 3-1-68 Packer, II		197-00	353-80	Basic DA HRA VDA Total	225-00 112-50 18-00 79-80 435-30	— — — — —	225-00 112-50 18-00 84-70 440-20	— — — — —	235-00 115-50 18-80 97-30 466-60	Jan.
9.	Mrs. S. D'Costa 28-2-68 Packer, III		181-00	331-80	Basic DA HRA VDA Total	205-00 106-50 16-40 79-80 407-70	— — — — —	205-00 106-50 16-40 84-70 412-60	— — — — —	213-00 108-90 17-04 97-30 436-24	Jan.
10.	Mrs. N. Rodrigues 28-2-68 Packer, III		181-00	331-80	Basic DA HRA VDA Total	205-00 106-50 16-40 79-80 407-70	— — — — —	205-00 106-50 16-40 84-70 412-60	— — — — —	213-00 108-90 17-04 97-30 436-24	Jan.
11.	Miss S. Divecar 6-3-68 Packer, III		181-00	331-80	Basic DA HRA VDA Total	213-00 108-90 17-04 79-80 418-74	— — — — —	213-00 108-90 17-04 84-70 423-64	— — — — —	221-00 111-30 17-68 97-30 447-28	Jan.
12.	Mr. P. J. Fernandes 12-8-68 Jr. m/c Opnr, II	I from 1-1-76	205-00	364-90	Basic DA HRA VDA Total	235-00 115-50 18-80 79-80 449-10	— — — — —	235-00 115-50 18-80 84-70 454-00	— — — — —	250-00 120-00 20-00 97-30 487-30	Jan.
13.	Mr. P. Dias 5-9-68 Sweeper/Gen Attend, III		133-00	264-60	Basic DA HRA VDA Total	156-00 87-40 15-00 79-80 338-20	— — — — —	156-00 87-40 15-00 84-70 343-10	— — — — —	163-00 90-20 15-00 97-30 365-50	Jan.
14.	Mr. C. Shirodcar 1-10-68 Gen. Attend, III		141-00	275-80	Basic DA HRA VDA Total	163-00 90-20 15-00 79-80 348-00	— — — — —	163-00 90-20 15-00 84-70 352-90	— — — — —	170-00 93-00 15-00 97-30 375-30	Jan.
15.	Mr. P. Borcar 1-5-70 m/c Opnr, II		185-00	337-40	Basic DA HRA VDA Total	215-00 109-50 17-20 79-80 421-50	— — — — —	215-00 109-50 17-20 84-70 426-40	— — — — —	225-00 112-50 18-00 97-30 452-80	Jan.
16.	Mr. R. Kavlecar 21-8-72 (transf. lil 1-9-74) Helper, II		104-00	224-00	Basic DA HRA VDA Total	123-00 74-20 15-00 79-80 292-00	129-00 76-60 15-00 79-80 300-40 (July)	129-00 76-60 15-00 84-70 305-30	— — — — —	129-00 76-60 15-00 97-30 317-90	July

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
17.	Mr. R. Gaoncar 19-9-72 Helper, III	II from 1-1-78	133-00	264-60	Basic DA HRA VDA Total	156-00 87-40 15-00 79-80 338-20	— — — — —	156-00 87-40 15-00 84-70 348-10	— — — — —	169-00 92-60 15-00 97-30 373-90	Promoted to II from 1-1-78 Jan.
18.	Mrs. I. Borcar 22-6-73 Packer, III		118-00	253-60	Basic DA HRA VDA Total	135-00 79-00 15-00 79-80 308-80	— — — — —	135-00 79-00 15-00 84-70 313-70	— — — — —	142-00 81-80 15-00 97-30 336-10	Jan.
19.	Mr. P. I. Fernandes 1-10-74 Gen. Attend, IV	III from 1-1-76	97-00	215-40	Basic DA HRA VDA Total	117-00 71-80 15-00 79-80 283-60	— — — — —	117-00 71-80 15-00 84-70 288-50	— — — — —	123-00 74-20 15-00 97-30 309-50	Jan.
20.	Miss Vasanti Naik 12-5-75 Packer, IV	III from 1-1-76	97-00	215-40	Basic DA HRA VDA Total	123-00 74-20 15-00 79-80 292-00	— — — — —	123-00 74-20 15-00 84-70 296-90	— — — — —	129-00 76-60 15-00 97-30 317-90	Jan.
21.	Mr. J. I. Pinto 19-5-75 Gen. Attend, IV	III from 1-7-76	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	117-00 71-80 15-00 79-80 283-60 (July)	117-00 71-80 15-00 84-70 288-50	— — — — —	117-00 71-80 15-00 97-30 301-10	July
22.	Mr. Mangaldas Naik 1-4-76 Gen. Attend, IV	III from 1-1-77	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	— — — — —	111-00 69-40 15-00 84-70 280-10	— — — — —	117-00 71-80 15-00 97-30 301-10	Jan.
23.	Mr. Abdul L. Khalife 15-10-76 Wireman/Optr. A/c, I		315-00	506-40	Basic DA HRA VDA Total	355-00 146-00 28-40 79-80 609-20	— — — — —	355-00 146-00 28-40 84-70 613-90	— — — — —	370-00 149-00 29-60 97-30 645-90	Jan.
24.	Miss M. Fernandes 1-4-77 Packer, IV	III from 1-10-77	90-00	208-40	Basic DA HRA VDA Total	90-00 65-00 15-00 79-80 249-80	— — — — —	105-00 67-40 15-00 79-80 272-10	— — — — —	105-00 67-40 15-00 97-30 284-70	July
25.	Miss Flavia Fernandes 7-9-77 Packer, IV	III from 1-3-78	75-00	201-80	Basic DA HRA VDA Total	— — — — —	90-00 65-00 15-00 79-80 249-80	90-00 65-00 15-00 84-70 254-70	— — — — —	90-00 65-00 15-00 97-30 267-30	105-00 67-00 15-00 97-30 284-30 (March '78)
26.	Miss Celestine Fernandes 7-9-77 Packer, IV	III from 1-3-78	75-00	201-80	Basic DA HRA VDA Total	— — — — —	90-00 65-00 15-00 79-80 249-80	90-00 65-00 15-00 84-70 254-70	— — — — —	90-00 65-00 15-00 97-30 267-30	105-00 65-00 15-00 97-30 284-30 (March '78)
27.	Miss Bharati Kapleswarcar 7-9-77 Packer, IV	III from 1-3-78	75-00	201-80	Basic DA HRA VDA Total	— — — — —	90-00 65-00 15-00 79-80 249-80	90-00 65-00 15-00 84-70 254-70	— — — — —	90-00 65-00 15-00 97-30 267-30	105-00 67-00 15-00 97-30 284-30 (March '78)
28.	Mr. Sebastiano Dias 19-9-77 Sweeper, IV		75-00	201-80	Basic DA HRA VDA Total	— — — — —	90-00 65-00 15-00 79-80 249-80	90-00 65-00 15-00 84-70 254-70	— — — — —	90-00 65-00 15-00 97-30 267-30	July '78

MEMORANDUM OF SETTLEMENT UNDER SECTION 2(p) READ WITH SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947 ENTERED INTO BETWEEN THE MANAGEMENT OF M/s. COSME FARMA LABORATORIES AND THEIR WORKMEN REPRESENTED BY THE NATIONAL UNION FOR GENERAL EMPLOYEES, INTUC, VASCO-DA-GAMA

Representing the Management	Representing the Union
1. Mr. P. J. Menezes	1. Mr. S. V. Rao, General Secretary, National Union of General Employees (INTUC) Goa.
2. Mr. T. X. Menezes	2. Mr. Peter A. Soares, (Authorised Representative on behalf of V. Fallari, President of the unit).
3. Mr. D. L. Menezes	3. Mr. Waman C. Daddiker, Secretary of the unit.
4. Mr. S. A. Aggarwal	4. Mr. Govind B. Wadker.
5. Mr. K. S. Rao	5. Mrs. Rachele Correa.
6. Mr. B. C. D'Souza	6. Mrs. Odette Soares.
7. Mr. V. N. D'Souza	7. Mrs. Mridula Prabhu.

SHORT RECITAL OF THE CASE

On 31-3-77 the General Secretary of the National Union for General Employees (hereinafter referred to as the Union) submitted a charter of demands, on behalf of the workmen employed by M/s. COSME FARMA LABORATORIES (hereinafter referred to as the Company) in its factory at Ponda-Goa. The demands were in respect of revision of pay scales, Dearness Allowance, Variable dearness allowance, residential quarters/payment of House rent allowance, increase in privilege/casual leave, paid holidays, transport facilities, rain protective devices, rest room with proper modern amenities lockers and hangers, education fees/tuition reimbursement fees and free transport to school going children of workmen, and departmental promotions. Consequent to the submission of charter of demands, the union approached the Labour Commissioner, Goa and requested him to intervene in the matter. On 10-5-77, the union filed an objection memo against the company being represented by their Labour Advisor. The Company vide its letter dated 12th May 1977 submitted its reply to the objections raised by the Union in regard to matter of representation. Thereafter a meeting was held in the office of the Labour Commissioner between the parties on 16-5-77 but the parties could not resolve the dispute. From 17-5-77 the workmen of the Company resorted to strike and the said strike was called off on 27-6-77. During the period of this strike the Government of Goa, Daman and Diu vide its notification dated 23rd June 1977, prohibited the continuance of the then existing strike. Before the order of prohibition was issued the Govt. of Goa, Daman and Diu had also made a reference on 22-6-77 in respect of demands served by the workmen through their Union.

After the restoration of normalcy the Union addressed a letter on 24th November 77 to the Company requesting for negotiations on the issue of charter of demands. The management responded to the request of the Union and the negotiations continued thereafter. The parties met from time to time until end of March and the final meeting was held on 15th April 1978 on which date the parties have arrived at the following settlement.

TERMS OF THE SETTLEMENT

1. Revision of Pay Scales: The following scales of pay for the different grades shall be introduced for the respective categories of the workmen w. e. f. 1-4-77.

Grade I	175-12-235-15-385-17-470
Grade II	145-8-185-10-285-12-345
Grade III	105-6-135-7-205-8-245
Grade IV	90-5-140-6-200

2. Dearness Allowance: The workmen shall be entitled to receive revised dearness allowance as mentioned below w. e. f. 1-4-77.

Range of Basic Salary	Percentage of Dearness Allowance
upto and including Rs. 100/-	65% of the basic pay subject to minimum of Rs. 65/-
Rs.	
101 to 200	40%
201 to 300	30%
301 to 400	20%
401 and above	10%

The above Basic salary scale and D. A. are linked to the All India Consumers Price Index Figure 253 (1949 = 100).

3. Variable Dearness Allowance: It is hereby agreed between the parties that the existing rate of VDA of 60 paise per point rise per month would be enhanced to 70 paise per point rise per month w. e. f. 1-4-77. It is further agreed between the parties that the existing base for the qualification of VDA would remain unchanged during the subsistence of this settlement i.e. All India Consumer Price Index Figure 253 (1949 = 100). The parties further agree that six monthly revision of VDA would hereafter be made in January and July of each year as against April and October under the past practice. For the purposes of computation of VDA for a period from January to June the average All India Consumer Price Index Figure for month of April to September of the preceding year shall be taken as the basis. For the purposes of computation of VDA for a period from July to December of the current year, the Average All India Consumer Price Index Figure for the period commencing from October of the previous year to March of the current year shall be taken as the basis. The first revision under this pattern would be effective from 1-1-78.

4. Residential Quarters/Payment of House Rent Allowance: It is hereby agreed between the parties that such of the workmen, to whom quarters have not been provided, shall be paid House rent allowance at the rate of 8% of their basic salary subject to a minimum of Rs. 15/- per month with effect from 1-4-77.

5. Increase in Privilege/Casual Leave: (a) The parties agree that the existing pattern of Privilege and Casual Leave shall remain unchanged during the subsistence of this settlement. However, such of the workmen who do not avail on and off the Privilege Leave but only desires to obtain privilege leave by accumulating the same for a period of three years, they will be permitted to accumulate privilege leave upto three years provided that the workmen at the time of enjoyment of such privilege leave encashes 50% of the accumulated privilege leave.

(b) *Casual Leave:* If an employee has not availed Casual Leave during the year, the employee will be entitled to encash the said casual leave to the extent the leave is not availed. Casual leave on pro-rata basis, will be due after six months continuous service or on confirmation whichever is earlier.

(c) *Sick Leave:* The sick leave can be accumulated upto 28 days. The Company agrees to give seven days sick leave with pay per year. Pro-rata sick leave shall be credited to new entrants at the beginning of new year after their confirmation.

6. Paid Holidays: The existing practice shall remain unchanged during the subsistence of this settlement.

7. Transport Facilities: The Company agrees to provide each permanent workmen a cycle at its own cost in the manner mentioned hereafter. Such of the workmen who have completed ten years of service on the date of receipt of the cycle would be entitled for replacement of this cycle after a further period of ten years. However, in the case of such workmen who have not completed ten years on the date of first allotment of cycles to them, the renewal of cycles in their cases would come up only after completion of twenty years of continuous service. The cycle should be provided in such manner that before the expiry of this settlement all the permanent employees in the employment as on date of this settlement shall be provided cycles. The frequency of issue of cycles would be every six months. However, only female permanent workmen would be permitted to encash the benefit of free cycles on the basis of purchase price of the cycles.

8. Rain Protective Devices: Existing practice shall continue unchanged during the subsistence of this settlement.

9. Lockers and Hangers: Existing practice shall continue unchanged during the subsistence of this settlement.

10. **Rest Room with proper Modern Amenities:** Existing practice shall continue unchanged during the subsistence of this settlement.

11. **Education Fees/Tuition Reimbursement Fees and Free Transport to School going Children to your Workmen:** This demand is not pressed and is withdrawn by the Union.

12. **Departmental Promotions:** In view of the settlement reached on this issue and in view of the said settlement being filed before the Hon'ble Arbitrator, Shri R. V. Kollali, where the dispute in regard to departmental promotions and classification is pending, this demand is treated by the parties as settled in terms of the award of the Hon'ble Arbitrator.

GENERAL

13. The revised wages of each workman, as from 1-4-77 are shown in annexure 'A' to this settlement. The date of annual increment would hereafter be 1st January or first July of each year. The new date of annual increment for existing workmen is shown in the last column of annexure 'A' to this settlement. In the case of new workmen to be employed hereafter and/or promoted workmen, the date of annual increment shall be notified by the Company at the time of confirmation and/or promotion.

14. The arrears arising out of clause Nos. 1 to 4 shall be paid on 10th May 1978. In addition to the arrears payment, the Company agrees to pay the make up payment to ... of workmen. The exact payments, the individual workmen will receive, would be communicated to the General Secretary of the Union before 30th April 1978 and the Union shall confirm the same by 5th of May 1978. The amount of make up payment will also be paid alongwith the payment of arrears on 10th May 1978.

15. The parties agree to submit this settlement to the Hon'ble Industrial Tribunal, Goa, Daman and Diu, before whom the Reference No. IT 17 of 1977 is pending for disposal, with a prayer that an award may be passed in terms of this settlement.

16. The parties agree that this settlement shall be binding upon them for a period upto and including 28th February 1981.

17. The workman and the Union agree not to re-agitate over the demands covered under this settlement, during the subsistence of this settlement. It is further agreed that in case of an industrial dispute, the parties shall take recourse to the machinery provided under the Industrial Disputes Act, 1947 for the settlement of such dispute during the subsistence of this settlement.

18. The Company agrees to pay a shift allowance of Re. 1/- per shift worked if the workmen are called upon to work in the second shift. The shift allowance shall be Rs. 1.50 ps. per shift worked for third shift.

19. **Officiating Allowance:** If a workman working in a lower grade is asked to work in a higher grade in a temporary/leave vacancy, he shall be paid officiating allowance for each day of work in the higher grade on the following basis:

Grade IV to III — Re. 0.50 paise per day worked.

Grade III to II — Re. 0.75 paise per day worked.

Grade II to I — Re. 1.00 per day worked.

20. It is hereby agreed between the parties that the existing facility of subsidising lunch at the rate of 0.95 ps. per meal would be discontinued w.e.f. 1st May 1978. In view of this good gesture made by the workmen, the Company agrees to merge subsidy into D.A. by increasing rate of D.A. to 90% of the first hundred (subject to minimum of Rs. 90/-) w.e.f. 1-5-78. It is agreed between the parties that by virtue of this settlement the subsidy or lunch/food is finally settled between the parties. This is in supersession of the existing settlement dated 8th April 1976. However, the Company agrees to continue the existing facility of supply of free tea two times a day. The Company further agrees that the existing canteen premises shall be utilised by the workers for lunch and recreation.

The workmen and the Union agree that they shall extend active co-operation in day to day working of the establishment of the Company.

Dated the 15th day of April 1978.

Representing the Management

1. Mr. P. J. Menezes
2. Mr. T. X. Menezes
3. Mr. D. L. Menezes
4. Mr. S. A. Aggarwal
5. Mr. K. S. Rao
6. Mr. B. C. D'Souza
7. Mr. V. N. D'Souza

Representing the Union

1. S. V. Rao, General Secretary, National Union for General Employees (INTUC) Goa.
2. Mr. Peter A. Soares, (Authorised Representative on behalf of V. Fallari, President of the unit).
3. Mr. Waman C. Daddiker, Secretary of the unit.
4. Mr. Govind B. Wadker.
5. Mrs. Rachele Correa.
6. Mrs. Odette Soares.
7. Mrs. Mridula Prabhu.

REF (IT — GDD) 17 of 1977

M/s. COSME FARMA LABORATORIES PHARMACEUTICALS MANUFACTURING DIVISION

Nirancal Road, Curti,
PONDA, GOA

Statement showing Fitment in Revised Wage Scales, with Dearness Allowance, Variable Dearness Allowance, House Rent Allowance and Totals after increments where due, showing wages as on 1st April, 1977, and after

Basic Scales — Grades:		I	Rs.	175-12-235-15-385-17-470
		II		145-8-185-10-285-12-345
		III		105-6-135-7-205-8-245
		IV		90-5-140-6-200

Revised rates of wages as per settlement from 1-4-77.

Sr. No.	Name Date of joining Designation Present Grade	Promotion if any to grade from (date)	Wages Payable on 1-4-77 as per old scale		Parti- culars	Wages payable on 1-4-77 with increment due if any	Wages payable if increment is due between 1-4-77 to 30-9-77	Wages payable on 1-10-77 with increment due if any	Wages payable if increment due between 1-10-77 and 31-12-77	Wages payable from 1-1-78 with increments due if any	Remark
			Basic	Total							
1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
1.	Mr. Shambu Gaude 25-11-67 Gen. Attend. IV	III from 1-1-76	133-00	264-60	Basic DA HRA VDA Total	156-00 87-40 15-00 79-80 338-20	—	156-00 87-40 15-00 84-70 343-10	—	163-00 90-20 15-00 97-30 365-50	July
2.	Mr. Kalidas Chari 21-5-71 m/c Opnr, II	I from 1-10-76	190-00	374-40	Basic DA HRA VDA Total	223-00 111-90 17-84 79-80 432-54	—	235-00 115-50 18-80 84-70 454-00	—	235-00 115-50 18-80 97-30 466-60	July

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
3.	Mr. Caetano Fernandes 12-7-71 Jr. m/c Optr	I from 1-10-77	175-00	323-40	Basic DA HRA VDA Total	205-00 106-50 16-40 79-80 407-70	— — — — —	223-00 111-90 17-84 84-70 437-44	— — — — —	223-00 111-90 17-84 97-30 450-04	Promoted from 1-10-77 July
4.	Mr. Yeduvir Naik 18-8-71 Jr. m/c Optr, II		175-00	323-40	Basic DA HRA VDA Total	205-00 106-50 16-40 79-80 407-70	215-00 109-50 17-20 79-80 421-50 Aug.	215-00 109-50 17-20 84-70 426-40	— — — — —	215-00 109-50 17-20 97-30 439-00	July
5.	Mr. Piedade Mascarenhas 1-9-72 Sweeper, IV		95-00	213-40	Basic DA HRA VDA Total	115-00 71-00 15-00 79-80 280-00	120-00 73-00 15-00 79-80 287-80 July	120-00 73-00 15-00 84-70 292-70	— — — — —	120-00 73-00 15-00 97-30 305-30	July
6.	Mr. Rohidas Naik 4-9-72 Gen. Attend, IV	III from 1-1-76	104-00	224-00	Basic DA HRA VDA Total	123-00 74-20 15-00 79-80 292-00	— — — — —	123-00 74-20 15-00 84-70 296-90	— — — — —	129-00 76-60 15-00 97-30 317-90	July
7.	Mr. Shanu Curticar 3-11-72 Gen. Attend, IV		95-00	213-40	Basic DA HRA VDA Total	115-00 71-00 15-00 79-80 280-80	— — — — —	115-00 71-00 15-00 84-70 285-70	120-00 73-00 15-00 84-70 282-70 Nov.	120-00 73-00 15-00 97-30 305-30	July
8.	Miss Fatima Travaso 10-11-72 Packer, III		111-00	233-80	Basic DA HRA VDA Total	129-00 76-60 15-00 79-80 300-40	— — — — —	129-00 76-60 15-00 84-70 305-30	135-00 79-00 15-00 84-70 313-70 Nov.	135-00 79-00 15-00 97-30 326-30	July
9.	Mr. Shantaram Salgaoncar 14-11-72 Jr. m/c Optr, II		155-00	295-40	Basic DA HRA VDA Total	177-00 95-80 15-00 79-80 367-60	— — — — —	177-00 95-80 15-00 84-70 372-50	185-00 99-00 15-00 84-70 383-70	185-00 99-00 15-00 97-30 396-30	July
10.	Miss Esperansa Fernandes 14-11-72 Chief Packer, II	I from 1-1-78	145-00	281-40	Basic DA HRA VDA Total	169-00 92-60 15-00 79-80 356-40	— — — — —	169-00 92-60 15-00 84-70 361-30	177-00 95-80 15-00 84-70 372-50 Nov.	177-00 95-80 15-00 97-30 385-10	July
11.	Mr. Suresh Tilve 1-12-72 Tr. m/c Optr, III	II from 1-6-76	135-00	267-40	Basic DA HRA VDA Total	161-00 89-40 15-00 79-80 345-20	169-00 92-60 15-00 79-80 356-40	169-00 92-60 15-00 84-70 361-30	— — — — —	177-00 95-80 15-00 97-30 385-10	Jan.
12.	Mr. Pedro Caldeira 1-6-74 Sweeper, IV		85-00	203-40	Basic DA HRA VDA Total	105-00 67-00 15-00 79-80 266-80	— — — — —	105-00 67-00 15-00 84-70 271-70	— — — — —	110-00 69-00 15-00 97-30 281-30	Jan.
13.	Mrs. Bertha Fernandes 24-9-75 Packer, IV	III from 1-4-76	97-00	215-40	Basic DA HRA VDA Total	117-00 71-80 15-00 79-80 283-60	— — — — —	117-00 71-80 15-00 84-70 288-50	— — — — —	123-00 74-20 15-00 97-30 309-50	Jan.
14.	Mr. Tulsidas Mamlecar 25-9-75 Gen. Attend, IV		80-00	198-40	Basic DA HRA VDA Total	100-00 65-00 15-00 79-80 259-80	— — — — —	105-00 67-00 15-00 84-70 271-70 Oct.	— — — — —	105-00 67-00 15-00 97-30 284-30	July
15.	Miss Pramilla Naik 26-9-75 Packer, IV	III from 1-4-76	97-00	215-40	Basic DA HRA VDA Total	117-00 71-80 15-00 79-80 283-60	— — — — —	117-00 71-80 15-00 84-70 288-50	— — — — —	123-00 74-20 15-00 97-30 309-50	Jan.

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
16.	Miss Chandrakala Naik 6-10-75 Packer, IV	III from 1-4-76	97-00	215-40	Basic DA HRA VDA Total	— —do— —do— —do— 283-60	— —do— —do— —do— 288-50	— —do— —do— —do— 288-50	— —do— —do— —do— 309-50	Jan.	
17.	Miss Lata Naik 23-10-75 Packer, IV	III from 1-4-76	97-00	215-40	Basic DA HRA VDA Total	— —do— —do— —do— 283-60	— —do— —do— —do— 288-50	— —do— —do— —do— 288-50	— —do— —do— —do— 309-50	Jan.	
18.	Mr. Gangaram Satercar 1-4-76 Gen. Attend, IV	III from 1-7-76	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	117-00 71-80 15-00 79-80 283-60 July	117-00 71-80 15-00 84-70 288-50	— 117-00 71-80 15-00 97-30 301-10	July	
19.	Miss Usha Rajadyax 1-4-76 Packer, IV	III from 1-7-76	90-00	208-40	Basic DA HRA VDA	—do— —do— —do— 275-20	—do— —do— —do— 283-60	—do— —do— —do— 288-50	—do— —do— —do— 301-10	July	
20.	Mr. Peter Gomes 7-10-67 Lab. Asstt/m/c Opnr, II	I from 1-6-76	255-00	429-90	Basic DA HRA VDA Total	295-00 133-50 23-60 79-80 531-90	310-00 137-00 24-80 79-80 551-60 June	310-00 137-00 24-80 84-70 556-50	— 325-00 140-00 26-00 97-30 580-30	Jan.	
21.	Mr. Ligorio Fernandes 18-9-72 Helper, III	II from 1-10-76	135-00	267-40	Basic DA HRA VDA Total	161-00 89-40 15-00 79-80 345-20	— — — — —	169-00 92-60 15-00 84-70 361-30	— 169-00 92-60 15-00 97-30 373-90	July	

REF (IT—GDD) 17 of 1977

M/s. COSME FARMA LABORATORIES
(SERVICE DIVISION)

Nirancal Road, Curti,

PONDA, GOA

Statement showing Fitment in Revised Wages Scales, with Dearness Allowance, Variable Dearness Allowance, House Rent Allowance and Totals after increments where due, showing wages as on 1st April, 1977, and after

Basic Scales—Grades: I Rs. 175-12-235-15-385-17-470
 II 145-8-185-10-285-12-345
 III 105-6-135-7-205-8-245
 IV 90-5-140-6-200

Revised rates of wages as per settlement from 1-4-77.

Sr. No.	Name Date of joining Designation Present Grade	Promotion if any to grade from (date)	Wages Payable on 1-4-77 as per old scale		Parti- culars	Wages payable on 1-4-77 with increment due if any	Wages payable if increment is due between 1-4-77 to 30-9-77	Wages payable on 1-10-77 with increment due if any	Wages payable if increment due between 1-10-77 and 31-12-77	Wages payable from 1-1-78 with increments due if any	Remarks
1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
1.	Mr. Ranganath Pednecar 1-8-66 Helper, III		173-00	320-60	Basic DA HRA VDA Total	191-00 101-40 15-28 79-80 387-48	— — — — —	191-00 101-40 15-28 84-70 392-38	— — — — —	198-00 104-20 15-84 97-30 415-34	Jan.
2.	Mr. Salvador Lourenso 4-8-66 Plumber, I		335-00	530-40	Basic DA HRA VDA Total	370-00 149-00 29-60 79-80 628-40	— — — — —	370-00 149-00 29-60 84-70 633-30	— — — — —	385-00 152-00 30-80 97-30 665-10	Jan.

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
3.	Mr. Phillip Fernandes 23-9-66 Gardner, IV	141-00	275-80	Basic DA HRA VDA Total	164-00 90-60 15-00 79-80 349-00	— — — — —	164-00 90-60 15-00 84-70 354-30	— — — — —	170-00 93-00 15-00 97-30 375-30	Jan.	
4.	Mr. Matias Afonso 3-10-66 Electrician, I	355-00	554-40	Basic DA HRA VDA Total	385-00 152-00 30-80 79-80 647-60	— — — — —	385-00 152-00 30-80 84-70 652-50	— — — — —	402-00 155-20 32-16 97-30 686-66	Jan.	
6.	Mr. A. Rodrigues 18-3-68 Fitter/Boiler Opnr, I	275-00	465-90	Basic DA HRA VDA Total	310-00 137-00 24-80 79-80 551-60	— — — — —	310-00 137-00 24-80 84-70 556-50	— — — — —	325-00 140-00 26-00 97-30 593-20	Jan.	
7.	Mr. Chandracant Naik 5-9-68 Carpenter, II	221-00	385-00	Basic DA HRA VDA Total	245-00 118-50 19-60 79-80 462-90	— — — — —	245-00 118-50 19-60 84-70 467-80	— — — — —	255-00 121-50 20-40 97-30 494-20	Jan.	
8.	Mr. Paulo Dias 15-11-68 Sweeper, IV	118-00	242-60	Basic DA HRA VDA Total	135-00 79-00 15-00 79-80 308-80	— — — — —	135-00 79-00 15-00 84-70 313-70	— — — — —	140-00 81-00 15-00 97-30 333-30	Jan.	
9.	Jaganath Naik 29-4-69 Helper, III	149-00	287-00	Basic DA HRA VDA Total	170-00 93-00 15-00 79-80 357-80	177-00 95-80 15-00 79-80 367-60	177-00 95-80 15-00 79-80 372-50	— — — — May	184-00 98-60 15-00 97-30 394-90	Jan.	
10.	Mr. Mohan Dabalkar 7-7-69 Carpenter, II	209-00	370-10	Basic DA HRA VDA Total	235-00 115-50 18-80 79-80 449-10	— — — — —	235-00 115-50 18-80 84-70 453-50	— — — — —	245-00 118-50 19-60 97-30 480-40	Jan.	
11.	Mr. Simao Fernandes 24-9-69 Sweeper, IV	100-00	218-40	Basic DA HRA VDA Total	120-00 73-00 15-00 79-80 287-80	— — — — —	125-00 75-00 15-00 84-70 299-70	— — — — —	125-00 75-00 15-00 97-30 312-30	July	
12.	Mr. Mangesh Silcar 10-7-71 Helper, III	118-00	243-60	Basic DA HRA VDA Total	135-00 79-00 15-00 79-80 308-80	142-00 81-80 15-00 79-80 318-60	142-00 81-80 15-00 84-70 323-50	— — — — —	142-00 81-80 15-00 97-30 336-10	July	
13.	Mr. Dattaram Thakur 9-8-71 Spray Painter, II	305-00	494-40	Basic DA HRA VDA Total	333-00 141-60 26-64 79-80 581-04	345-00 144-00 27-60 79-80 596-40	345-00 144-00 27-60 84-70 601-30	— — — — Aug.	345-00 144-00 27-60 97-30 613-90	July	
14.	Mr. Abhas Sheikh 18-8-71 Screen Painter, III	141-00	275-80	Basic DA HRA VDA Total	163-00 90-20 15-00 79-80 348-00	170-00 93-00 15-00 79-80 357-80	170-00 93-00 15-00 84-70 362-70	— — — — —	170-00 93-00 15-00 97-30 375-30	July	
15.	Mr. Anthony Mendes 6-3-72 Painter, II	197-00	354-20	Basic DA HRA VDA Total	225-00 112-50 18-00 79-80 435-30	— — — — —	225-00 112-50 18-00 84-70 440-20	— — — — —	235-00 115-50 18-80 97-30 466-60	Jan.	

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
16.	Mr. Kushali Gaoncar 3-7-72 Helper, III		104-00	224-00	Basic DA HRA VDA Total	123-00 74-20 15-00 79-80 292-00	129-00 76-60 15-00 79-80 300-40	129-00 76-60 15-00 84-70 305-30	—	129-00 76-60 15-00 97-30 318-90	July
17.	Mr. Suryacant Naik 12-7-72 Gen. Attend, IV		95-00	213-40	Basic DA HRA VDA Total	115-00 71-00 15-00 79-80 280-80	120-00 73-00 15-00 79-80 287-80	120-00 73-00 15-00 84-70 292-70	—	120-00 73-00 15-00 97-30 305-30	July
19.	Mr. Waman Daddicar 1-8-72 Screen Painter, III	II from 1-10-77	111-00	233-80	Basic DA HRA VDA Total	129-00 76-60 15-00 79-80 300-40	135-00 79-00 15-00 79-80 308-80	145-00 83-00 15-00 84-70 327-70	—	145-00 83-00 15-00 97-30 340-30	July
20.	Mr. Gurudas Kercar 1-8-72 Helper, III		111-00	233-80	Basic DA HRA VDA Total	129-00 76-60 15-00 79-80 300-40	135-00 79-00 15-00 79-80 308-80	135-00 79-00 15-00 84-70 313-80	—	135-00 79-00 15-00 97-30 326-30	July
21.	Mr. Vishwas Madcaiker 24-8-72 Spray Painter, II		145-00	281-40	Basic DA HRA VDA Total	169-00 92-60 15-00 79-80 356-40	— 92-60 15-00 84-70 361-30	169-00 92-60 15-00 84-70 361-30	—	177-00 95-80 15-00 97-30 385-10	Jan.
22.	Mr. Marcelino Cabral 25-8-72 Gen. Attend, IV		95-00	213-40	Basic DA HRA VDA Total	115-00 71-00 15-00 79-80 280-80	120-00 73-00 15-00 79-80 287-80	120-00 73-00 15-00 84-70 292-70	—	120-00 73-00 15-00 97-30 305-30	July
23.	Mr. Ranganath Gaoncar 5-9-72 Gen. Attendant, IV	III from 1-1-78	95-00	213-40	Basic DA HRA VDA Total	115-00 71-00 15-00 79-80 280-80	120-00 73-00 15-00 79-80 287-86	120-00 73-00 15-00 84-70 292-70	—	129-00 76-60 15-00 97-30 317-90	July
24.	Mr. Anand Naik 3-6-74 Gen. Attend, IV		85-00	203-40	Basic DA HRA VDA Total	105-00 67-00 15-00 79-80 266-80	— 67-00 15-00 84-70 271-70	105-00 67-00 15-00 84-70 271-70	—	110-00 69-00 15-00 97-30 291-30	Jan.
5.	Mr. Kamal Singh 1-11-66 Watchman, III		165-00	309-40	Basic DA VDA Total	184-00 98-60 79-80 362-40	— 98-60 84-70 365-30	184-00 98-60 84-70 365-30	—	191-00 101-40 97-30 389-70	Jan.
18.	Mr. Govind Singh 18-7-72 Watchman, III		141-00	275-80	Basic DA VDA Total	163-00 90-20 79-80 333-00	170-00 93-00 79-80 342-80	170-00 93-00 84-70 347-70	—	170-00 93-00 97-30 360-30	July
25.	Mr. Sahadev Singh 7-4-75 Watchman, III		97-00	215-40	Basic DA VDA Total	117-00 71-80 79-80 268-00	— 74-20 84-70 281-90	123-00 74-20 84-70 281-90	—	123-00 74-20 97-30 294-50	July
26.	Mr. Sangappa Badradini 26-4-76 Watchman, III		90-00	208-40	Basic DA VDA Total	111-00 69-40 79-80 260-20	— 69-40 84-70 265-10	111-00 69-40 84-70 265-10	—	117-00 71-80 97-30 286-10	Jan.
27.	Mr. Vishnu N. Parad 22-8-76 Watchman, III		90-00	208-40	Basic DA VDA Total	—do— —do— —do— 260-20	— —do— —do— 265-10	— —do— —do— 265-10	—	—do— —do— —do— 286-10	Jan.

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
28.	Mr. Lau Gauns 28-2-77 Watchman, III	III from 1-11-77	75-00	193-40	Basic DA VDA Total	90-00 85-00 79-80 234-80	—	90-00 65-00 84-70 239-70	105-00 67-00 84-70 256-70 Nov.	105-00 67-00 97-30 269-30	Increment in July
29.	Mr. Tukaram Ghorpade 20-5-77 Watchman	III from 1-12-77	75-00	193-40	Basic DA VDA Total	— 79-80 234-80	90-00 65-00 84-70 239-70	90-00 65-00 84-70 256-70	105-00 67-00 84-70 269-30	July	

REF (IT — GDD) 17 of 1977

**M/s. COSME FARMA LABORATORIES
(SERVICE DIVISION — CANTEN STAFF)**

Nirancal Road, Curti,

PONDA, GOA

Statement showing Fitment in Revised Wage Scales, with Dearness Allowance, Variable Dearness Allowance, House Rent Allowance and Totals after increments where due, showing wages as on 1st April, 1977, and after

Basic Scales — Grades: I Rs. 175-12-235-15-385-17-470
II 145-8-185-10-285-12-345
III 105-6-135-7-205-8-245
IV 90-5-140-6-200

Revised rates of wages as per settlement from 1-4-77.											
Sr. No.	Name Date of joining Designation Present Grade	Promotion if any to grade from (date)	Wages Payable on 1-4-77 as per old scale		Parti- culars	Wages payable on 1-4-77 with increment due if any	Wages payable if increment is due between 1-4-77 to 30-9-77	Wages payable on 1-10-77 with increment due if any	Wages payable if increment due between 1-10-77 and 31-12-77	Wages payable from 1-1-78 with increments due if any	Remarks
1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
1.	Mr. Ramnath Naik 1-4-69 Cook, III		133-00	264-60	Basic DA HRA VDA Total	156-00 87-40 15-00 79-80 338-20	—	156-00 87-40 15-00 84-70 343-10	—	163-00 90-20 15-00 97-30 365-50	Jan.
2.	Mr. Anand Mamlecar Asstt. Cook, III		111-00	233-80	Basic DA HRA VDA Total	129-00 76-60 15-00 79-80 300-40	—	129-00 76-60 15-00 84-70 305-30	—	135-00 79-00 15-00 97-30 326-30	Jan.
3.	Mrs. Indu Naik 1-5-71 Female Attend IV		90-00	208-40	Basic DA HRA VDA Total	110-00 69-00 15-00 79-80 273-80	—	110-00 69-00 15-00 84-70 278-70	—	115-00 71-00 15-00 97-30 298-30	Jan.
4.	Mrs. Aurora Miranda 1-7-71 Female Attend, IV		90-00	208-40	Basic DA HRA VDA Total	110-00 69-00 15-00 79-80 273-80	—	110-00 69-00 15-00 84-70 278-70	—	115-00 71-00 15-00 97-30 298-30	Jan.
5.	Mr. Ishwar Cuncolear 1-4-74 Gen. Attend, IV		80-00	198-40	Basic DA HRA VDA Total	100-00 65-00 15-00 79-80 259-80	—	100-00 65-00 15-00 84-70 264-70	—	105-00 67-00 15-00 97-30 284-30	Jan.

MEMORANDUM OF SETTLEMENT UNDER SECTION 2(p) READ WITH SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947 ENTERED INTO BETWEEN THE MANAGEMENT OF M/S. COLFAX LABORATORIES (INDIA) PVT. LTD. AND THEIR WORKMEN REPRESENTED BY THE NATIONAL UNION FOR GENERAL EMPLOYEES, INTUC, VASCO-DA-GAMA

Representing the Management	Representing the Union
1. Mr. P. J. Menezes	1. Mr. S. V. Rao, General Secretary, National Union of General Employees (INTUC) Goa.
2. Mr. T. X. Menezes	2. Mr. Peter A. Soares, (Authorised Representative on behalf of V. Fallari, President of the unit).
3. Mr. D. L. Menezes	3. Mr. Waman C. Daddiker, Secretary of the unit.
4. Mr. S. A. Aggarwal	4. Mr. Govind B. Wadker.
5. Mr. K. S. Rao	5. Mrs. Rachele Correa.
6. Mr. R. S. Manglorekar.	6. Mrs. Odette Soares.
	7. Mrs. Mridula Prabhu.

SHORT RECITAL OF THE CASE

On 31-3-77 the General Secretary of the National Union for General Employees (hereinafter referred to as the Union) submitted a charter of demands, on behalf of the workmen employed by M/s COLFAX LABORATORIES (INDIA) PVT. LTD. (hereinafter referred to as the Company) in its factory at Ponda-Goa. The demands were in respect of revision of pay scales, Dearness Allowance, Variable dearness allowance, residential quarters/payment of House rent allowance, increase in privilege/casual leave, paid holidays, transport facilities, rain protective devices, rest room with proper modern amenities lockers and hangers, education fees/tuition reimbursement fees and free transport to school going children of workmen, and departmental promotions. Consequent to the submission of charter of demands, the union approached the Labour Commissioner, Goa and requested him to intervene in the matter. On 10-5-77, the union filed an objection memo against the company, being represented by their Labour Advisor. The Company vide its letter dated 12th May 1977 submitted its reply to the objections raised by the Union in regard to matter of representation. Thereafter a meeting was held in the office of the Labour Commissioner between the parties on 16-5-77 but the parties could not resolve the dispute. From 17-5-77 the workmen of the Company resorted to strike and the said strike was called off on 27-6-77. During the period of this strike the Government of Goa, Daman and Diu vide its notification dated 23rd June 1977, prohibited the continuance of the then existing strike. Before the order of prohibition was issued the Govt. of Goa, Daman and Diu had also made a reference on 22-6-77 in respect of demands served by the workmen through their Union.

After the restoration of normalcy the Union addressed a letter on 24th November 77 to the Company requesting for negotiations on the issue of charter of demands. The management responded to the request of the Union and the negotiations continued thereafter. The parties met from time to time until end of March and the final meeting was held on 15th April 1978 on which date the parties have arrived at the following settlement.

TERMS OF THE SETTLEMENT

1. Revision of Pay Scales: The following scales of pay for the different grades shall be introduced for the respective categories of the workmen w. e. f. 1-4-77.

Grade I	175-12-235-15-385-17-470
Grade II	145-8-185-10-285-12-345
Grade III	105-6-135-7-205-8-245
Grade IV	90-5-140-6-200

2. Dearness Allowance: The workmen shall be entitled to receive revised dearness allowance as mentioned below w. e. f. 1-4-77.

Range of Basic Salary	Percentage of Dearness Allowance
upto and including Rs. 100/- Rs.	65% of the basic pay subject to minimum of Rs. 65/-
101 to 200	40%
201 to 300	30%
301 to 400	20%
401 and above	10%

The above Basic salary scale and D. A. are linked to the All India Consumers Price Index Figure 253 (1949 = 100).

3. Variable Dearness Allowance: It is hereby agreed between the parties that the existing rate of VDA of 60 paise per point rise per month would be enhanced to 70 paise per point rise per month w. e. f. 1-4-77. It is further agreed between the parties that the existing base for the qualification of VDA would remain unchanged during the subsistence of this settlement i. e. All India Consumer Price Index Figure 253 (1949 = 100). The parties further agree that six monthly revision of VDA would hereafter be made in January and July of each year as against April and October under the past practice. For the purposes of computation of VDA for a period from January to June the average All India Consumer Price Index Figure for month of April to September of the preceding year shall be taken as the basis. For the purposes of computation of VDA for a period from July to December of the current year, the Average All India Consumer Price Index Figure for the period commencing from October of the previous year to March of the current year shall be taken as the basis. The first revision under this pattern would be effective from 1-1-78.

4. Residential Quarters/Payment of House Rent Allowance: It is hereby agreed between the parties that such of the workmen, to whom quarters have not been provided, shall be paid House rent allowance at the rate of 8% of their basic salary subject to a minimum of Rs. 15/- per month with effect from 1-4-77.

5. Increase in Privilege/Casual Leave: (a) The parties agree that the existing pattern of Privilege and Casual Leave shall remain unchanged during the subsistence of this settlement. However, such of the workmen who do not avail on and off the Privilege Leave but only desires to obtain privilege leave by accumulating the same for a period of three years, they will be permitted to accumulate privilege leave upto three years provided that the workmen at the time of enjoyment of such privilege leave encashes 50% of the accumulated privilege leave.

(b) **Casual Leave:** If an employee has not availed Casual Leave during the year, the employee will be entitled to encash the said casual leave to the extent the leave is not availed. Casual leave on pro-rata basis, will be due after six months continuous service or on confirmation whichever is earlier.

(c) **Sick Leave:** The sick leave can be accumulated upto 28 days. The Company agrees to give seven days sick leave with pay per year. Pro-rata sick leave shall be credited to new entrants at the beginning of new year after their confirmation.

6. Paid Holidays: The existing practice shall remain unchanged during the subsistence of this settlement.

7. Transport Facilities: The Company agrees to provide each permanent workmen a cycle at its own cost in the manner mentioned hereafter. Such of the workmen who have completed ten years of service on the date of receipt of the cycle would be entitled for replacement of this cycle after a further period of ten years. However, in the case of such workmen who have not completed ten years on the date of first allotment of cycles to them, the renewal of cycles in their cases would come up only after completion of twenty years of continuous service. The cycle should be provided in such manner that before the expiry of this settlement all the permanent employees in the employment as on date of this settlement shall be provided cycles. The frequency of issue of cycles would be every six months. However, only female permanent workmen would be permitted to encash the benefit of free cycles on the basis of purchase price of the cycles.

8. Rain Protective Devices: Existing practice shall continue unchanged during the subsistence of this settlement.

9. Lockers and Hangers: Existing practice shall continue unchanged during the subsistence of this settlement.

10. **Rest Room with proper Modern Amenities:** Existing practice shall continue unchanged during the subsistence of this settlement.

11. **Education Fees/Tuition Reimbursement Fees and Free Transport to School going Children to your Workmen:** This demand is not pressed and is withdrawn by the Union.

12. **Departmental Promotions:** In view of the settlement reached on this issue and in view of the said settlement being reached before the Hon'ble Arbitrator, Shri R. V. Kollali, where the dispute in regard to departmental promotions and classification is pending, this demand is treated by the parties as settled in terms of the award of the Hon'ble Arbitrator.

GENERAL

13. The revised wages of each workman, as from 1-4-77 are shown in annexure 'A' to this settlement. The date of annual increment would hereafter be 1st January or first July of each year. The new date of annual increment for existing workmen is shown in the last column of annexure 'A' to this settlement. In the case of new workmen to be employed hereafter and/or promoted workmen, the date of annual increment shall be notified by the Company at the time of confirmation and/or promotion.

14. The arrears arising out of clause Nos. 1 to 4 shall be paid on 10th May 1978.

15. The parties agree to submit this settlement to the Hon'ble Industrial Tribunal, Goa, Daman and Diu, before whom the Reference No. IT 17 of 1977 is pending for disposal, with a prayer that an award may be passed in terms of this settlement.

16. The parties agree that this settlement shall be binding upon them for a period upto and including 28th February 1981.

17. The workman and the Union agree not to re-agitate over the demands covered under this settlement, during the subsistence of this settlement. It is further agreed that in case of an industrial dispute, the parties shall take recourse to the machinery provided under the Industrial Disputes Act, 1947 for the settlement of such dispute during the subsistence of this settlement.

18. The Company agrees to pay a shift allowance of Re. 1/- per shift worked if the workmen are called upon to work in the second shift. The shift allowance shall be Rs. 1.50 ps. per shift worked for third shift.

19. **Officiating Allowance:** If a workman working in a lower grade is asked to work in a higher grade in a temporary/leave vacancy, he shall be paid officiating allowance for each day of work in the higher grade on the following basis:

Grade IV to III—Re. 0.50 paise per day worked.

Grade III to II—Re. 0.75 paise per day worked.

Grade II to I—Re. 1.00 per day worked.

20. It is hereby agreed between the parties that the existing facility of subsidising lunch at the rate of 0.95 ps. per meal would be discontinued w.e.f. 1st May 1978. In view of this good gesture made by the workmen, the Company agrees, to merge subsidy into D.A. by increasing rate of D.A. to 90% of the first hundred (subject to minimum of Rs. 90/-) w.e.f. 1-5-78. It is agreed between the parties that by virtue of this settlement the subsidy or lunch/food is finally settled between the parties. This is in supersession of the existing settlement dated 8th April 1976. However, the Company agrees to continue the existing facility of supply of free tea two-times a day. The Company further agrees that the existing canteen premises shall be utilised by the workers for lunch and recreation.

The workmen and the Union agree that they shall extend active co-operation in day to day working of the establishment of the Company.

Dated the 15th day of April 1978.

Representing the Management

1. Mr. P. J. Menezes
2. Mr. T. X. Menezes
3. Mr. D. L. Menezes
4. Mr. S. A. Aggarwal
5. Mr. K. S. Rao
6. Mr. R. S. Manglorekar

Representing the Union

1. S. V. Rao, General Secretary, National Union for General Employees (INTUC) Goa.
2. Mr. Peter A. Soares, (Authorised Representative on behalf of V. Fallari, President of the unit).
3. Mr. Waman C. Daddiker, Secretary of the unit.
4. Mr. Govind B. Wadker.
5. Mrs. Rachele Correa.
6. Mrs. Odette Soares.
7. Mrs. Mridula Prabhu.

REF (IT—GDD) 17 of 1977

M/s. COLFAX LABORATORIES (INDIA) PVT. LTD.

Nirancal Road, Curti,

PONDA, GOA

Statement showing Fitment in Revised Wage Scales, with Dearness Allowance, Variable Dearness Allowance, House Rent Allowance and Totals after increments where due, showing wages as on 1st April, 1977, and after

Basic Scales — Grades: I Rs. 175-12-235-15-385-17-470
II 145-8-185-10-285-12-345
III 105-6-135-7-205-8-245
IV 90-5-140-6-200

Revised rates of wages as per settlement from 1-4-77.

Sr. No.	Name Date of joining Designation Present Grade	Promotion if any to grade from (date)	Wages Payable on 1-4-77 as per old scale		Parti- culars	Wages payable on 1-4-77 with increments due if any	Wages payable if increment is due between 1-4-77 and 30-9-77	Wages payable on 1-10-77 with increment due if any	Wages payable if increment due between 1-10-77 and 31-12-77	Wages payable from 1-1-78 with increment due if any	Remarks
1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
1.	Mr. Charles Jogaldini 25-3-68 Jt. m/c Oprr, II	I from 1-3-77	315-00	506-40	Basic	355-00	—	355-00	—	370-00	
					DA	146-00	—	146-00	—	149-00	
					HRA	28-40	—	28-40	—	29-60	Jan.
					VDA	79-80	—	84-70	—	97-30	
					Total	609-20	—	614-10	—	645-90	
2.	Mr. Sadu Naik 1-7-68 Helper, III	II from 1-3-77	175-00	323-40	Basic	205-00	—	205-00	—	215-00	
					DA	106-50	—	106-50	—	109-50	
					HRA	16-40	—	16-40	—	17-20	Jan.
					VDA	79-80	—	84-70	—	97-30	
					Total	407-70	—	412-60	—	439-00	

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
3.	Mrs. Rosy D'Costa 1-7-68 Packer, III		181-00	331-80	Basic DA HRA VDA Total	205-00 106-50 16-40 79-80 407-70	— — — — —	— — —do— — 412-60	— — — — —	213-00 108-90 17-04 97-30 436-24	Jan.
4.	Mr. A. T. Caldeira 1-9-68 Sweeper/Gen. Attend, III		141-00	276-80	Basic DA HRA VDA Total	163-00 90-20 15-00 79-80 348-00	— — — — —	163-00 90-20 15-00 84-70 352-90	— — — — —	170-00 93-00 15-00 97-30 375-30	Jan.
5.	Mrs. Mrudhala Prabhu 21-9-69 Chief Packer, II	I from 1-1-78	209-00	370-10	Basic DA HRA VDA Total	235-00 115-50 18-80 79-80 449-10	— — — — —	235-00 115-50 18-80 84-70 454-00	— — — — —	250-00 120-00 20-00 97-30 487-30	Promoted to I on 1-1-78 Jan.
6.	Mrs. Annie Fernandes 1-3-71 Packer III		133-00	264-60	Basic DA HRA VDA Total	156-00 87-40 15-00 79-80 338-20	— — — — —	156-00 87-40 15-00 84-70 343-10	— — — — —	163-00 90-20 15-00 97-30 365-50	Jan.
7.	Mrs. Meera Sabnis 1-7-72 Packer, III		118-00	243-60	Basic DA HRA VDA Total	135-00 79-00 15-00 79-80 308-80	142-00 81-80 15-00 79-80 318-60 July	142-00 81-80 15-00 84-70 323-50	— — — — —	142-00 81-80 15-00 97-30 336-10	July
8.	Mrs. Ana Maria Lewis 14-10-72 Packer, III		118-00	243-60	Basic DA HRA VDA Total	— — —do— — 308-80	— — —do— — 323-50	— — —do— — 336-10	— — —do— — 336-10	— — —do— — 336-10	July
9.	Mr. Shantaram Gaoncar 12-7-72 Gen. Attend, IV	III from 1-7-77	95-00	213-40	Basic DA HRA VDA Total	115-00 71-00 15-00 79-80 280-80	123-00 74-20 15-00 79-80 292-00 July	123-00 74-20 15-00 84-70 296-90	— — — — —	123-00 74-20 15-00 97-30 309-50	Promoted from 1-1-77 to III July
10.	Mr. Cyriaco Fernandes 5-8-74 Sweeper, IV		85-00	203-40	Basic DA HRA VDA Total	105-00 67-00 15-00 79-80 266-80	— — — — —	105-00 67-00 15-00 84-70 271-70	— — — — —	110-00 69-00 15-00 97-30 291-30	Jan.
11.	Mrs. Jyoti Gaoncar 16-5-75 Packer, IV	III from 1-8-75	97-00	215-40	Basic DA HRA VDA Total	117-00 71-80 15-00 79-80 283-60	— — — — —	117-00 71-80 15-00 84-70 288-50	— — — — —	123-00 74-20 15-00 97-30 309-50	Jan.
12.	Miss Madhuri Sharaf 3-6-76 Packer, IV	III from 1-12-76	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-30	— — — — —	111-00 69-40 15-00 84-70 280-10	117-00 71-80 15-00 84-70 288-50 Dec.	117-00 71-80 15-00 97-30 301-10	July
13.	Miss Sheila Desai 3-6-76 Packer, IV	III from 1-12-76	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	— — — — —	111-00 69-40 15-00 84-70 280-10	117-00 71-80 15-00 84-70 288-50 Dec.	117-00 71-80 15-00 97-30 301-10	July
14.	Miss Asha Borcar 29-3-77 Packer, IV	III from 1-12-77	75-00	193-40	Basic DA HRA VDA Total	— — — — —	90-00 65-00 15-00 79-80 249-80	90-00 65-00 15-00 84-70 254-70	105-00 67-00 15-00 84-70 271-70 Dec.	105-00 67-00 15-00 97-30 284-30	July
15.	Mr. Kushali Parodcar 29-8-77 Helper, IV	III from 1-12-77	75-00	193-40	Basic DA HRA VDA Total	— — — — —	— — —do— —do— 249-80	— — —do— —do— 254-70	— — —do— —do— 271-70 Dec.	— — —do— —do— 284-30	July

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
16.	Miss Anita Rodrigues 8-8-77 Packer, IV	III from 1-2-78	75-00	193-40	Basic DA HRA VDA Total	—	90-00 65-00 15-00 79-80 249-80	90-00 65-00 15-00 84-70 254-70	—	90-00 65-00 15-00 97-30 267-30	105-00 67-00 15-00 Jan. 97-30 '79 284-30 Feb. '78
17.	Miss Suda Naik 8-8-77 Packer, IV	III from 1-2-78	75-00	193-40	Basic DA HRA VDA Total	—	90-00 65-00 15-00 79-80 249-80	90-00 65-00 15-00 84-70 254-70	—	90-00 65-00 15-00 Jan. 97-30 '79 267-30 284-30 Feb. '78	
18.	Miss Lata Naik 8-8-77 Packer, IV	II from 1-2-78	75-00	193-40	Basic DA HRA VDA Total	—	—do— —do— —do— 249-80	—do— —do— —do— 254-70	—do—	—do— Jan. '79 267-30 284-30 Feb. '70	

MEMORANDUM OF SETTLEMENT UNDER SECTION 2(p) READ WITH SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947 ENTERED INTO BETWEEN THE MANAGEMENT OF M/S. CARTER-WALLACE LIMITED AND THEIR WORKMEN REPRESENTED BY THE NATIONAL UNION FOR GENERAL EMPLOYEES, INTUC, VASCO-DA-GAMA

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2. Mr. T. X. Menezes	
3. Mr. D. L. Menezes	2. Mr. Peter A. Soares, (Authorised Representative on behalf of V. Fallari, President of the unit.
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6. Mr. S. S. Borkar	5. Mrs. Rachele Correa.
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SHORT RECITAL OF THE CASE

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During the period of this strike the Government of Goa, Daman and Diu vide its notification dated 23rd June 1977, prohibited the continuance of the then existing strike. Before the order of prohibition was issued the Govt. of Goa, Daman and Diu had also made a reference on 22-6-77 in respect of demands served by the workmen through their Union.

After the restoration of normalcy the Union addressed a letter on 24th November 77 to the Company requesting for negotiations on the issue of charter of demands. The management responded to the request of the Union and the negotiations continued thereafter. The parties met from time to time until end of March and the final meeting was held on 15th April 1978 on which date the parties have arrived at the following settlement.

TERMS OF THE SETTLEMENT

1. **Revision of Pay Scales:** The following scales of pay for the different grades shall be introduced for the respective categories of the workmen w. e. f. 1-4-77.

Grade I	175-12-235-15-385-17-470
Grade II	145-8-185-10-285-12-345
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2. **Dearness Allowance:** The workmen shall be entitled to receive revised dearness allowance as mentioned below w. e. f. 1-4-77.

Range of Basic Salary	Percentage of Dearness Allowance
upto and including Rs. 100/-	65% of the basic pay subject to minimum of Rs. 65/-
Rs.	
101 to 200	40%
201 to 300	30%
301 to 400	20%
401 and above	10%

The above Basic salary scale and D. A. are linked to the All India Consumers Price Index Figure 253 (1949 = 100).

3. **Variable Dearness Allowance:** It is hereby agreed between the parties that the existing rate of VDA of 60 paise per point rise per month would be enhanced to 70 paise per point rise per month w. e. f. 1-4-77. It is further agreed between the parties that the existing base for the qualification of VDA would remain unchanged during the subsistence of this settlement i.e. All India Consumer Price Index Figure

253 (1949 = 100). The parties further agree that six monthly revision of VDA would hereafter be made in January and July of each year as against April and October under the past practice. For the purposes of computation of VDA for a period from January to June the average All India Consumer Price Index Figure for month of April to September of the preceding year shall be taken as the basis. For the purposes of computation of VDA for a period from July to December of the current year, the Average All India Consumer Price Index Figure for the period commencing from October of the previous year to March of the current year shall be taken as the basis. The first revision under this pattern would be effective from 1-1-78.

4. Residential Quarters/Payment of House Rent Allowance: It is hereby agreed between the parties that such of the workmen, to whom quarters have not been provided, shall be paid House rent allowance at the rate of 8% of their basic salary subject to a minimum of Rs. 15/- per month with effect from 1-4-77.

5. Increase in Privilege/Casual Leave: (a) The parties agree that the existing pattern of Privilege and Casual Leave shall remain unchanged during the subsistence of this settlement. However, such of the workmen who do not avail on and off the Privilege Leave but only desires to obtain privilege leave by accumulating the same for a period of three years, they will be permitted to accumulate privilege leave upto three years provided that the workmen at the time of enjoyment of such privilege leave encashes 50% of the accumulated privilege leave.

(b) **Casual Leave:** If an employee has not availed Casual Leave during the year, the employee will be entitled to encash the said casual leave to the extent the leave is not availed. Casual leave on pro-rata basis, will be due after six months continuous service or on confirmation whichever is earlier.

(c) **Sick Leave:** The sick leave can be accumulated upto 28 days. The Company agrees to give seven days sick leave with pay per year. Prorata sick leave shall be credited to new entrants at the beginning of new year after their confirmation.

6. Paid Holidays: The existing practice shall remain unchanged during the subsistence of this settlement.

7. Transport Facilities: The Company agrees to provide each permanent workmen a cycle at its own cost in the manner mentioned hereafter. Such of the workmen who have completed ten years of service on the date of receipt of the cycle would be entitled for replacement of this cycle after a further period of ten years. However, in the case of such workmen who have not completed ten years on the date of first allotment of cycles to them, the renewal of cycles in their cases would come up only after completion of twenty years of continuous service. The cycle should be provided in such manner that before the expiry of this settlement all the permanent employees in the employment as on date of this settlement shall be provided cycles. The frequency of issue of cycles would be every six months. However, only female permanent workmen would be permitted to encash the benefit of free cycles on the basis of purchase price of the cycles.

8. Rain Protective Devices: Existing practice shall continue unchanged during the subsistence of this settlement.

9. Lockers and Hangers: Existing practice shall continue unchanged during the subsistence of this settlement.

10. Rest Room with proper Modern Amenities: Existing practice shall continue unchanged during the subsistence of this settlement.

11. Education Fees/Tuition Reimbursement Fees and Free Transport to School going Children to your Workmen: This demand is not pressed and is withdrawn by the Union.

12. Departmental Promotions: In view of the settlement reached on this issue and in view of the said settlement being filed before the Hon'ble Arbitrator, Shri R. V. Kollali, where the dispute in regard to departmental promotions and classification is pending, this demand is treated by the parties as settled in terms of the award of the Hon'ble Arbitrator.

GENERAL

13. The revised wages of each workman, as from 1-4-77 are shown in annexure 'A' to this settlement. The date of

annual increment would hereafter be 1st January or first July of each year. The new date of annual increment for existing workmen is shown in the last column of annexure 'A' to this settlement. In the case of new workmen to be employed hereafter and/or promoted workmen, the date of annual increment shall be notified by the Company at the time of confirmation and/or promotion.

14. The arrears arising out of clause Nos. 1 to 4 shall be paid on 10th May 1978.

15. The parties agree to submit this settlement to the Hon'ble Industrial Tribunal, Goa, Daman and Diu, before whom the Reference No. IT 17 of 1977 is pending for disposal, with a prayer that an award may be passed in terms of this settlement.

16. The parties agree that this settlement shall be binding upon them for a period upto and including 28th February 1981.

17. The workman and the Union agree not to re-agitate over the demands covered under this settlement, during the subsistence of this settlement. It is further agreed that in case of an industrial dispute, the parties shall take recourse to the machinery provided under the Industrial Disputes Act, 1947 for the settlement of such dispute during the subsistence of this settlement.

18. The Company agrees to pay a shift allowance of Re. 1/- per shift worked if the workmen are called upon to work in the second shift. The shift allowance shall be Rs. 1.50 ps. per shift worked for third shift.

19. Officiating Allowance: If a workman working in a lower grade is asked to work in a higher grade in a temporary/leave vacancy, he shall be paid officiating allowance for each day of work in the higher grade on the following basis:

Grade IV to III — Re. 0.50 paise per day worked.

Grade III to II — Re. 0.75 paise per day worked.

Grade II to I — Re. 1.00 per day worked.

20. It is hereby agreed between the parties that the existing facility of subsidising lunch at the rate of 0.95 ps. per meal would be discontinued w.e.f. 1st May 1978. In view of this good gesture made by the workmen, the Company agrees to merge subsidy into D.A. by increasing rate of D.A. to 90% of the first hundred (subject to minimum of Rs. 90/-) w.e.f. 1-5-78. It is agreed between the parties that by virtue of this settlement the subsidy or lunch/food is finally settled between the parties. This is in supersession of the existing settlement dated 8th April 1976. However, the Company agrees to continue the existing facility of supply of free tea two times a day. The Company further agrees that the existing canteen premises shall be utilised by the workers for lunch and recreation.

The workmen and the Union agree that they shall extend active co-operation in day to day working of the establishment of the Company.

Dated the 15th day of April 1978.

Representing the Management

1. Mr. P. J. Menezes
2. Mr. T. X. Menezes
3. Mr. D. L. Menezes
4. Mr. S. A. Aggarwal
5. Mr. K. S. Rao
6. Mr. S. S. Borcar

Representing the Union

1. S. V. Rao, General Secretary, National Union for General Employees (INTUC) Goa.
2. Mr. Peter A. Soares, (Authorised Representative on behalf of V. Fallari, President of the unit).
3. Mr. Waman C. Daddiker, Secretary of the unit.
4. Mr. Govind B. Wadker.
5. Mrs. Rachele Correa.
6. Mrs. Odette Soares.
7. Mrs. Mridula Prabhu.

REF (IT-GDD) 17 of 1977

M/s. CARTER WALLACE LTD.

Nirancal Road, Curti,

PONDA, GOA

Statement showing fitment in Revised Wage Scales with Dearness Allowance, Variable Dearness Allowance, House Rent Allowance and Totals after increments where due, showing wages as on 1st April, 1977, and after

Basic Scales — Grades: I Rs. 175-12-235-15-385-17-470
 II 145-8-185-10-285-12-345
 III 105-6-135-7-205-8-245
 IV 90-5-140-6-200

Revised rates of wages as per settlement from 1-4-77.

Sr. No.	Name Date of joining Designation Present Grade	Promotion if any to grade from (date)	Wages Payable on 1-4-77 as per old scale		Particulars	Wages payable on 1-4-77 with increment due if any	Wages payable if increment is due between 1-4-77 and 30-9-77	Wages payable on 1-10-77 with increment due if any	Wages payable if increment due between 1-10-77 and 31-12-77	Wages payable from 1-1-78 with increments due if any	Remarks
			Basic	Total							
1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
1.	Mr. Alex Dias 8-12-68 Gen. Attend, III	II from 1-10-77	157-00	298-20	Basic DA HRA VDA Total	177-00 95-80 15-00 79-80 367-60	—	185-00 99-99 15-00 84-70 383-70	—	185-00 99-00 15-00 97-30 396-30	Promoted to II from 1-10-77 July
2.	Mr. Ashok Kapleswarcar 1-4-69 Sr. m/c Opnr, I		255-00	429-90	Basic DA HRA VDA Total	295-00 133-50 23-60 79-80 531-90	—	310-00 133-50 23-60 84-70 536-80	—	310-00 137-00 24-80 97-30 567-10	July
3.	Mrs. Odette Soares 1-4-69 Chief Packer, II	I from 1-1-78	233-00	401-30	Basic DA HRA VDA Total	255-00 121-50 20-40 79-80 476-70	—	265-00 124-50 21-20 84-70 494-40	—	280-00 129-00 22-40 97-30 528-70	Promoted to I from 1-1-78 Jan.
4.	Mr. Dominic P. D'Costa 1-5-69 Jr. m/c Opnr, II	I from 1-10-75	315-00	506-40	Basic DA HRA VDA Total	355-00 146-00 28-40 79-80 609-20	—	370-00 149-00 29-60 84-70 633-30	—	370-00 149-00 29-60 97-30 645-90	July
5.	Mr. Chandracant Pai 1-11-69 Helper, III	II from 1-10-77	133-00	264-60	Basic DA HRA VDA Total	177-00 95-80 15-00 79-80 367-60	—	185-00 99-00 15-00 84-70 383-70	—	185-00 99-00 15-00 97-30 396-30	Promoted to II from 1-10-77 July
6.	Miss Shakuntala Kanecar 1-11-69 Packer, III		165-00	309-40	Basic DA HRA VDA Total	184-00 98-60 15-00 79-80 377-40	—	184-00 98-60 15-00 84-70 382-30	191-00 101-40 15-28 84-70 392-38	191-00 101-40 15-28 97-30 404-98	Nov. July
7.	Miss Amalia Rodrigues 1-11-69 Packer, III		165-00	309-40	Basic DA HRA VDA Total	184-00 98-60 15-00 79-80 377-40	—	184-00 98-60 15-00 84-70 382-30	191-00 101-40 15-28 84-70 392-38	191-00 101-40 15-28 97-30 404-98	Nov. July
8.	Mrs. Argentine Fernandes 1-5-70 Packer, III		165-00	309-40	Basic DA HRA VDA Total	184-00 98-60 15-00 79-80 377-40	191-00 101-40 15-28 79-80 387-48	191-00 101-40 15-28 84-70 392-38	—	198-00 104-20 15-84 97-30 415-34	Jan. May
9.	Miss Angela Dias 25-1-71 Packer, III		125-00	253-40	Basic DA HRA VDA Total	149-00 84-60 15-00 79-80 328-40	—	156-00 87-40 15-00 84-70 343-10	—	156-00 87-40 15-00 97-30 355-70	July
10.	Mr. Bernard Mascarenhas 15-3-71 Sweeper/Gen. Attend, III		125-00	253-40	Basic DA HRA VDA Total	— — — — —	—	— — — — —	—	— — — — —	July

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
11.	Miss Prema Rajadyax 3-5-71 Packer, III		125-00	253-40	Basic DA HRA VDA Total	149-00 84-60 15-00 79-80 328-40	— — — — —	156-00 87-40 15-00 84-70 343-10	— — — — —	156-00 87-40 15-00 97-30 355-70	July
12.	Mrs. Bela Braganza 3-5-71 Packer, III		125-00	253-40	Basic DA HRA VDA Total	— — —do— —do— 328-40	— — —do— —do— —	— — —do— —do— 343-10	— — —do— —do— —	— — —do— —do— 355-70	July
13.	Miss Lata Talwadcar 4-5-71 Packer, III		125-00	253-40	Basic DA HRA VDA Total	— — —do— —do— 328-40	— — —do— —do— —	— — —do— —do— 343-10	— — —do— —do— —	— — —do— —do— 355-70	July
14.	Mrs. Damiana Dias 5-5-71 Packer, III		125-00	253-40	Basic DA HRA VDA Total	— — —do— —do— 328-40	— — —do— —do— —	— — —do— —do— 343-10	— — —do— —do— —	— — —do— —do— 355-70	July
15.	Miss Celeste Caldeira 5-5-71 Packer, III		125-00	253-40	Basic DA HRA VDA Total	— — —do— —do— 328-40	— — —do— —do— —	— — —do— —do— 343-10	— — —do— —do— —	— — —do— —do— 355-70	July
16.	Mr. Vasant Curticar 5-5-71 Gen. Attend, III		125-00	253-40	Basic DA HRA VDA Total	— — —do— —do— 328-40	— — —do— —do— —	— — —do— —do— 343-10	— — —do— —do— —	— — —do— —do— 355-70	July
17.	Mr. Nilu Priolcar 28-5-71 Gen. Attend, III		125-00	253-40	Basic DA HRA VDA Total	— — —do— —do— 328-40	— — —do— —do— —	— — —do— —do— 343-10	— — —do— —do— —	— — —do— —do— 355-70	July
18.	Mr. Govind Narvecar 3-5-71 Jr. m/c Opdr, II	II from 1-3-73	175-00	323-40	Basic DA HRA VDA Total	205-00 106-50 16-40 79-80 407-70	— — — — —	205-00 106-50 16-40 84-70 412-60	— — — — —	215-00 109-50 17-20 97-30 439-00	Jan.
19.	Mr. Anand Naik 21-5-71 Jr. m/c Opdr, II	II from 1-3-73	175-00	323-40	Basic DA RHA VDA Total	— — —do— —do— 407-70	— — —do— —do— —	— — —do— —do— 412-60	— — —do— —do— —	— — —do— —do— 439-00	Jan.
20.	Mr. Prabhacar Gaoncar 25-5-71 Jr. m/c Opdr, II	II from 1-3-73	175-00	323-40	Basic DA RHA VDA Total	— — —do— —do— 407-70	— — —do— —do— —	— — —do— —do— 412-60	— — —do— —do— —	— — —do— —do— 439-00	Jan.
21.	Mr. Govind Wadker 15-7-71 Jr. m/c Opdr, II	II from 1-3-73	175-00	323-40	Basic DA RHA VDA Total	— — —do— —do— 407-70	— — —do— —do— —	— — —do— —do— 412-60	— — —do— —do— —	— — —do— —do— 439-00	Jan.
22.	Mr. Harischandra Satyelcar 30-7-71 Jr. m/c Opdr, II	II from 1-3-73	175-00	323-40	Basic DA RHA VDA Total	— — —do— —do— 407-70	— — —do— —do— —	— — —do— —do— 412-60	— — —do— —do— —	— — —do— —do— 439-00	Jan.
23.	Mr. Mohan Saterdecar 1-5-72 Jr. M/c Opdr, III	II from 1-10-73	165-00	309-40	Basic DA RHA VDA Total	185-00 99-00 15-00 79-80 378-80	— — — — —	195-00 103-00 15-60 84-70 398-30	— — — — —	195-00 103-00 15-60 97-30 410-90	Jan.
24.	Mr. Rohidas Curticar 16-6-72 Gen. Attend, III		118-00	243-60	Basic DA HRA VDA Total	135-00 79-00 15-00 79-80 308-80	142-00 81-80 15-00 79-80 318-60	142-00 81-80 15-00 84-70 323-50	— — — — —	149-00 84-60 15-00 97-30 345-90	Jan.

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
25.	Miss Sarojini Mamlecar 9-3-74 Packer, III	III from 1-10-74	104-00	224-00	Basic DA RHA VDA Total	123-00 74-20 15-00 79-80 292-00	— — — — —	129-00 76-60 15-00 84-70 305-30	— — — — —	129-00 76-60 15-00 97-30 317-90	July
26.	Miss Shalini Shinde 11-3-74 Packer, IV	III from 1-10-74	104-00	224-00	Basic DA RHA VDA Total	123-00 74-20 15-00 79-80 292-00	— — — — —	129-00 76-60 15-00 84-70 306-30	— — — — —	129-00 76-60 15-00 97-30 317-90	July
27.	Mr. Jayant Bhonsle 21-10-75 Gen. Attend, IV	III from 1-5-76	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	117-00 71-80 15-00 79-80 283-60	117-00 71-80 15-00 84-70 288-50 May	— — — — —	123-00 74-20 15-00 97-30 309-50	Jan.
28.	Miss Antonette D'Costa 22-10-75 Packer, IV	III from 1-5-76	90-00	208-40	Basic DA HRA VDA Total	— — —do— —do— 275-20	— — —do— —do— 283-60 May	— — —do— —do— 288-50	— — — — —	— —do— — — 309-50	Jan.
29.	Miss Prafulla Naik 22-10-75 Packer, IV	III from 1-5-76	90-00	208-40	Basic DA HRA VDA Total	— — —do— —do— 275-20	— — —do— —do— 283-60 May	— — —do— —do— 288-50	— — — — —	— —do— — — 309-50	Jan.
30.	Miss Sheila Bhakle 14-11-75 Packer, IV	III from 1-6-76	90-00	208-40	Basic DA HRA VDA Total	— — —do— —do— 275-20	— — —do— —do— 283-60 June	— — —do— —do— 288-50	— — — — —	— —do— — — 309-50	Jan.
31.	Miss Shashikala L. Naik 18-2-75 Packer, IV	III from 1-10-75	97-00	215-40	Basic DA HRA VDA Total	117-00 71-80 15-00 79-80 283-60	— — — — —	123-00 74-20 15-00 84-70 296-90 Oct.	— — — — —	123-00 74-20 15-00 97-30 309-50	July
32.	Miss Ranjana Kantak 21-11-75 Packer, IV	III from 1-6-76	90-00	206-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	117-00 71-80 15-00 79-80 283-60	117-00 71-80 15-00 84-70 288-50	— — — — —	123-00 74-20 15-00 97-30 309-50	Jan.
33.	Miss Latika Phadte 22-11-75 Packer, IV	III from 1-6-76	90-00	208-40	Basic DA HRA VDA Total	— — —do— —do— 275-20	— — —do— —do— 283-60 June	— — —do— —do— 288-50	— — — — —	— —do— — — 309-50	
34.	Mr. Laximan Durbatcar 23-1-75 Sweeper		85-00	203-40	Basic DA HRA VDA Total	105-00 67-00 15-00 79-80 266-80	— — — — —	110-00 69-00 15-00 84-70 273-70	— — — — —	110-00 69-00 15-00 97-30 291-30	July
35.	Miss Ladu Mahale 18-2-75 Packer, IV	III from 1-10-75	97-00	215-40	Basic DA HRA VDA Total	117-00 71-80 15-00 79-80 283-60	— — — — —	123-00 74-20 15-00 84-70 296-90	— — — — —	123-00 74-20 15-00 97-30 309-50	July
36.	Miss Vishranti Mamlecar 18-2-75 Packer, IV	III from 1-10-75	97-00	215-40	Basic DA HRA VDA Total	— — —do— —do— 283-60	— — —do— —do— 296-90	— — —do— —do— —	— — — — —	— —do— — — 309-50	July
37.	Miss Pingal Hazare 26-5-75 Packer, IV	III from 1-10-75	97-00	215-40	Basic DA HRA VDA Total	— — —do— —do— 283-60	— — —do— —do— 296-90	— — —do— —do— —	— — — — —	— —do— — — 309-50	July

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
38.	Mr. Giridas Elurecar 20-10-75 Gen. Attend, IV	III from 1-5-76	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	117-00 71-80 15-00 79-80 283-60 May	117-00 71-80 15-00 84-70 288-50	—	123-00 74-20 15-00 97-30 309-50	Jan.
39.	Mr. Yeshwant Naik 20-10-75 Gen. Attend, IV	III from 1-5-76	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	117-00 71-80 15-00 79-80 283-60 May	117-00 71-80 15-00 84-70 288-50	—	123-00 74-20 15-00 97-30 309-50	Jan.
40.	Miss Prafulla Kavlecar 20-10-75 Packer, IV	III from 1-4-76	90-00	208-40	Basic DA HRA VDA Total	— — —do— —do— 275-20	— — —do— —do— 283-60 May	— — —do— —do— 288-50	—	—do— —do— —do— —do— 309-50	Jan.
41.	Miss Rekha Kanecar 21-10-75 Packer, IV	III from 1-4-76	97-00	215-40	Basic DA HRA VDA Total	117-00 71-80 15-00 79-80 283-60 April	— — — — — —	117-00 71-80 15-00 84-70 288-50	—	123-00 74-20 15-00 97-30 309-50	Jan.
42.	Miss Shaila Tendulcar 20-10-75 Packer, IV	III from 1-4-76	97-00	215-40	Basic DA HRA VDA Total	— — —do— —do— 283-60 April	— — —do— —do— — —	— — —do— —do— 288-50	—	—do— —do— —do— —do— 309-50	Jan.
43.	Mrs. Archana Phadte 22-10-75 Packer, IV	III from 1-5-76	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	117-00 71-80 15-00 79-80 283-60 May	117-00 71-80 15-00 84-70 288-50	—	123-00 74-20 15-00 97-30 309-50	Jan.
44.	Miss Sunanda Sidhaye 20-10-75 Packer, IV	III from 1-5-76	90-00	208-40	Basic DA HRA VDA Total	— — —do— —do— 275-20	— — —do— —do— 283-60 May	— — —do— —do— 288-50	—	—do— —do— —do— —do— 309-50	Jan.
45.	Miss Kala Desai 20-10-75 Packer, IV	III from 1-5-76	90-00	208-40	Basic DA HRA VDA Total	— — —do— —do— 275-20	— — —do— —do— 283-60 May	— — —do— —do— 288-50	—	—do— —do— —do— —do— 309-50	Jan.
46.	Miss Shoba Phadte 26-5-75 Packer, IV	III from 1-10-75	97-00	215-40	Basic DA HRA VDA Total	117-00 71-80 15-00 79-80 283-60	— — — — —	123-00 74-20 15-00 84-70 296-90	—	123-00 74-20 15-00 97-30 309-50	July
47.	Mr. Mangaldas Naik 21-10-75 Gen. Attend, IV	III from 1-5-76	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	117-00 71-80 15-00 79-80 283-60 May	117-00 71-80 15-00 84-70 288-50	—	123-00 74-20 15-00 97-30 309-50	Jan.
48.	Miss Bharati Curtorcar 12-7-76 Packer, IV	III from 1-10-76	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	— — — — —	117-00 71-80 15-00 84-70 288-50 Oct.	—	117-00 71-80 15-00 97-30 301-10	July
49.	Mr. Gurudas Phadte 12-7-76 Gen. Attend, IV	III from 1-1-77	90-00	208-40	Basic DA HRA VDA Total	111-00 69-40 15-00 79-80 275-20	— — — — —	111-00 69-40 15-00 84-70 280-10	—	117-00 71-80 15-00 97-30 301-10	Jan.
50.	Mr. Prabhacar Gaude 12-7-76 Gen. Attend, IV	III from 1-1-77	90-00	208-40	Basic DA HRA VDA Total	— — —do— —do— 275-20	— — —do— —do— —	— — —do— —do— 280-10	—	—do— —do— —do— —do— 301-10	Jan.

1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
51.	Mr. Luis Fernandes 12-7-76 Gen. Attend, IV	90-00	208-40	Basic DA HRA VDA Total	— — — — 275-20	— — — — 280-10	— — — — 301-10	— — — — 301-10	— — — — 301-10	— — — — 301-10	Jan.
52.	Mr. Rosario Colaso 6-9-76 Sweeper, IV	75-00	193-40	Basic DA HRA VDA Total	95-00 65-00 15-00 79-80 254-80	— 65-00 15-00 84-70 264-70	100-00 65-00 15-00 97-30 277-30	— 65-00 15-00 97-30 277-30	— 65-00 15-00 97-30 277-30	— 65-00 15-00 97-30 277-30	July
53.	Mr. Joao Gomes 4-10-76 Sweeper, IV	75-00	193-40	Basic DA HRA VDA Total	— — — — 254-80	— — — — 264-70	— — — — 277-30	— — — — 277-30	— — — — 277-30	— — — — 277-30	July

MEMORANDUM OF SETTLEMENT UNDER SECTION 2(p) READ WITH SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947 ENTERED INTO BETWEEN THE MANAGEMENT OF M/S. COSME LAB AND THEIR WORKMEN REPRESENTED BY THE NATIONAL UNION FOR GENERAL EMPLOYEES, INTUC, VASCO-DA-GAMA

Representing the Management	Representing the Union
1. Mr. P. J. Menezes	1. Mr. S. V. Rao, General Secretary, National Union of General Employees (INTUC) Goa.
2. Mr. T. X. Menezes	2. Mr. Peter A. Soares, (Authorised Representative on behalf of V. Fallari, President of the unit).
3. Mr. D. L. Menezes	2. Mr. Waman C. Daddiker, Secretary of the unit.
4. Mr. S. A. Aggarwal	4. Mr. Govind B. Wadker.
5. Mr. K. S. Rao	5. Mrs. Rachele Correa.
6. Dr. A. X. Vaz	6. Mrs. Odette Soares.
	7. Mrs. Mridula Prabhu.

SHORT RECITAL OF THE CASE

On 31-3-77 the General Secretary of the National Union for General Employees (hereinafter referred to as the Union) submitted a charter of demands, on behalf of the workmen employed by M/s COSME LAB (hereinafter referred to as the Company) in its factory at Ponda-Goa. The demands were in respect of revision of pay scales, Dearness Allowance, Variable dearness allowance, residential quarters/payment of House rent allowance, increase in privilege/casual leave, paid holidays, transport facilities, rain protective devices, rest room with proper modern amenities lockers and hangers, education fees/tuition reimbursement fees and free transport to school going children of workmen, and departmental promotions. Consequent to the submission of charter of demands, the union approached the Labour Commissioner, Goa and requested him to intervene in the matter. On 10-5-77, the union filed an objection memo against the company being represented by their Labour Advisor. The Company vide its letter dated 12th May 1977 submitted its reply to the objections raised by the Union in regard to matter of representation. Thereafter a meeting was held in the office of the Labour Commissioner between the parties on 16-5-77 but the parties could not resolve the dispute. From 17-5-77 the workmen of the Company resorted to strike and the said strike was called off on 27-6-77. During the period of this strike the Government of Goa, Daman and Diu vide its notification dated 23rd June 1977,

prohibited the continuance of the then existing strike. Before the order of prohibition was issued the Govt. of Goa, Daman and Diu had also made a reference on 22-6-77 in respect of demands served by the workmen through their Union.

After the restoration of normalcy the Union addressed a letter on 24th November 77 to the Company requesting for negotiations on the issue of charter of demands. The management responded to the request of the Union and the negotiations continued thereafter. The parties met from time to time until end of March and the final meeting was held on 15th April 1978 on which date the parties have arrived at the following settlement.

TERMS OF THE SETTLEMENT

1. **Revision of Pay Scales:** The following scales of pay for the different grades shall be introduced for the respective categories of the workmen w. e. f. 1-4-77.

Grade I	175-12-235-15-385-17-470
Grade II	145-8-185-10-285-12-345
Grade III	105-6-135-7-205-8-245
Grade IV	90-5-140-6-200

2. **Dearness Allowance:** The workmen shall be entitled to receive revised dearness allowance as mentioned below w. e. f. 1-4-77.

Range of Basic Salary	Percentage of Dearness Allowance
upto and including Rs. 100/-	65% of the basic pay subject to minimum of Rs. 65/-
Rs.	
101 to 200	40%
201 to 300	30%
301 to 400	20%
401 and above	10%

The above Basic salary scale and D. A. are linked to the All India Consumers Price Index Figure 253 (1949 = 100).

3. **Variable Dearness Allowance:** It is hereby agreed between the parties that the existing rate of VDA of 60 paise per point rise per month would be enhanced to 70 paise per point rise per month w. e. f. 1-4-77. It is further agreed between the parties that the existing base for the qualification of VDA would remain unchanged during the subsistence of this settlement i.e. All India Consumer Price Index Figure 253 (1949 = 100). The parties further agree that six monthly revision of VDA would hereafter be made in January and July of each year as against April and October under the past practice. For the purposes of computation of VDA for a period from January to June the average All India Consumer Price Index Figure for month of April to September of the prece-

ding year shall be taken as the basis. For the purposes of computation of VDA for a period from July to December of the current year, the Average All India Consumer Price Index Figure for the period commencing from October of the previous year to March of the current year shall be taken as the basis. The first revision under this pattern would be effective from 1-1-78.

4. Residential Quarters/Payment of House Rent Allowance: It is hereby agreed between the parties that such of the workmen, to whom quarters have not been provided, shall be paid House rent allowance at the rate of 8% of their basic salary subject to a minimum of Rs. 15/- per month with effect from 1-4-77.

5. Increase in Privilege/Casual Leave: (a) The parties agree that the existing pattern of Privilege and Casual Leave shall remain unchanged during the subsistence of this settlement. However, such of the workmen who do not avail on and off the Privilege Leave but only desires to obtain privilege leave by accumulating the same for a period of three years, they will be permitted to accumulate privilege leave upto three years provided that the workmen at the time of enjoyment of such privilege leave encashes 50% of the accumulated privilege leave.

(b) **Casual Leave:** If an employee has not availed Casual Leave during the year, the employee will be entitled to encash the said casual leave to the extent the leave is not availed. Casual leave on pro-rata basis, will be due after six months continuous service or on confirmation whichever is earlier.

(c) **Sick Leave:** The sick leave can be accumulated upto 28 days. The Company agrees to give seven days sick leave with pay per year. Pro-rata sick leave shall be credited to new entrants at the beginning of new year after their confirmation.

6. Paid Holidays: The existing practice shall remain unchanged during the subsistence of this settlement.

7. Transport Facilities: The Company agrees to provide each permanent workmen a cycle at its own cost in the manner mentioned hereafter. Such of the workmen who have completed ten years of service on the date of receipt of the cycle would be entitled for replacement of this cycle after a further period of ten years. However, in the case of such workmen who have not completed ten years on the date of first allotment of cycles to them, the renewal of cycles in their cases would come up only after completion of twenty years of continuous service. The cycle should be provided in such manner that before the expiry of this settlement all the permanent employees in the employment as on date of this settlement shall be provided cycles. The frequency of issue of cycles would be every six months. However, only female permanent workmen would be permitted to encash the benefit of free cycles on the basis of purchase price of the cycles.

8. Rain Protective Devices: Existing practice shall continue unchanged during the subsistence of this settlement.

9. Lockers and Hangers: Existing practice shall continue unchanged during the subsistence of this settlement.

10. Rest Room with proper Modern Amenities: Existing practice shall continue unchanged during the subsistence of this settlement.

11. Education Fees/Tuition Reimbursement Fees and Free Transport to School going Children to your Workmen: This demand is not pressed and is withdrawn by the Union.

12. Departmental Promotions: In view of the settlement reached on this issue and in view of the said settlement being filed before the Hon'ble Arbitrator, Shri R. V. Kollali, where the dispute in regard to departmental promotions and classification is pending, this demand is treated by the parties as settled in terms of the award of the Hon'ble Arbitrator.

GENERAL

13. The revised wages of each workman, as from 1-4-77 are shown in annexure 'A' to this settlement. The date of annual increment would hereafter be 1st January or first July of each year. The new date of annual increment for existing workmen is shown in the last column of annexure 'A' to this settlement. In the case of new workmen to be employed hereafter and/or promoted workmen, the date of

annual increment shall be notified by the Company at the time of confirmation and/or promotion.

14. The arrears arising out of clause Nos. 1 to 4 shall be paid on 10th May 1978. In addition to the arrears payment, the Company agrees to pay the make up payment to ... of workmen. The exact payments, the individual workmen will receive, would be communicated to the General Secretary of the Union before 30th April 1978 and the Union shall confirm the same by 5th of May 1978. The amount of make up payment will also be paid alongwith the payment of arrears on 10th May 1978.

15. The parties agree to submit this settlement to the Hon'ble Industrial Tribunal, Goa, Daman and Diu, before whom the Reference No. IT 17 of 1977 is pending for disposal, with a prayer that an award may be passed in terms of this settlement.

16. The parties agree that this settlement shall be binding upon them for a period upto and including 28th February 1981.

17. The workman and the Union agree not to re-agitate over the demands covered under this settlement, during the subsistence of this settlement. It is further agreed that in case of an industrial dispute, the parties shall take recourse to the machinery provided under the Industrial Disputes Act, 1947 for the settlement of such dispute during the subsistence of this settlement.

18. The Company agrees to pay a shift allowance of Re. 1/- per shift worked if the workmen are called upon to work in the second shift. The shift allowance shall be Rs. 1.50 ps. per shift worked for third shift.

19. Officiating Allowance: If a workman working in a lower grade is asked to work in a higher grade in a temporary/leave vacancy, he shall be paid officiating allowance for each day of work in the higher grade on the following basis:

Grade IV to III — Re. 0.50 paise per day worked.

Grade III to II — Re. 0.75 paise per day worked.

Grade II to I — Re. 1.00 per day worked.

20. It is hereby agreed between the parties that the existing facility of subsidising lunch at the rate of 0.95 ps. per meal would be discontinued w.e.f. 1st May 1978. In view of this good gesture made by the workmen, the Company agrees to merge subsidy into D.A. by increasing rate of D.A. to 90% of the first hundred (subject to minimum of Rs. 90/-) w.e.f. 1-5-78. It is agreed between the parties that by virtue of this settlement the subsidy or lunch/food is finally settled between the parties. This is in supersession of the existing settlement dated 8th April 1976. However, the Company agrees to continue the existing facility of supply of free tea two times a day. The Company further agrees that the existing canteen premises shall be utilised by the workers for lunch and recreation.

The workmen and the Union agree that they shall extend active co-operation in day to day working of the establishment of the Company.

Dated the 15th day of April 1978.

Representing the Management Representing the Union

1. Mr. P. J. Menezes

2. Mr. T. X. Menezes

3. Mr. D. L. Menezes

4. Mr. S. A. Aggarwal

5. Mr. K. S. Rao

6. Dr. A. X. Vaz

1. S. V. Rao, General Secretary, National Union for General Employees (INTUC) Goa.

2. Mr. Peter A. Soares, (Authorised Representative on behalf of V. Fallari, President of the unit).

3. Mr. Waman C. Daddiker, Secretary of the unit.

4. Mr. Govind B. Wadker.

5. Mrs. Rachele Correa.

6. Mrs. Odette Soares.

7. Mrs. Mridula Prabhu.

REF (IT-GDD) 17 & 18 of 1977

M/s. COSME LAB

Nirancal Road, Curti,

PONDA, GOA

Statement showing Fitment in Revised Wage Scales, with Dearness Allowance, Variable Dearness Allowance, House Rent Allowance and Totals after increments where due, showing wages as on 1st April, 1977, and after

Basic Scales — Grades: I Rs. 175-12-235-15-385-17-470
 II 145-8-185-10-285-12-345
 III 105-6-135-7-205-8-245
 IV 90-5-140-6-200

Revised rates of wages as per settlement from 1-4-77.

Sr. No.	Name Date of joining Designation Present Grade	Promotion if any to grade from (date)	Wages Payable on 1-4-77 as per old scale		Parti- culars	Wages payable on 1-4-77 with increment due if any	Wages payable if increment is due between 1-4-77 and 30-9-77	Wages payable on 1-10-77 with increment due if any	Wages payable if increment due between 1-10-77 and 31-12-77	Wages payable from 1-1-78 with increment due if any	Remarks
			Basic	Total							
1	2	3	4a	4b	5a	5b	5c	5d	5e	6	7
1.	Mrs. I. Afonso 15-8-68 Lab. Asstt, II		175-00	323-40	Basic	205-00	—	215-00	—	215-00	
					DA	106-50		109-50		109-50	
					HRA	16-40		17-20		17-20	July
					VDA	79-80		84-70		97-30	
					Total	407-70		426-40		439-00	
2.	Mr. Ashok Verencar 3-5-71 Lab. Attend, III	II from 1-5-76	135-00	267-40	Basic	161-00	169-00	169-00	—	177-00	
					DA	89-40	92-60	92-60		95-80	
					HRA	15-00	15-00	15-00		15-00	Jan
					VDA	79-80	79-80	84-70		97-30	
					Total	345-20	356-40 (May)	361-30		385-10	
3.	Mr. Agnelo Carvalho 15-5-75 Animal House Attend, IV	III from 1-7-76	90-00	208-40	Basic	111-00	117-00	117-00	—	117-00	
					DA	69-40	71-80	71-80		71-80	
					HRA	15-00	15-00	15-00		15-00	July
					VDA	79-80	79-80	84-70		97-30	
					Total	275-20	283-60 (July)	288-50		301-10	
4.	Mr. Calisto Rodrigues 3-10-77 Lab. Asstt, III		90-00	208-40	Basic	—	—	105-00	—	105-00	
					DA			67-00		67-00	
					HRA			15-00		15-00	
					VDA			84-70		97-30	
					Total			271-70		284-30	

Order

No. IRM/CON(154)/96/A-3/76

The following Award given by the Arbitrator, Shri R. V. Kollali on an industrial dispute between the management of (i) M/s. Cosme Farma Laboratories (ii) M/s. Carter Wallace Ltd., (iii) M/s. Leukoplast (India) Pvt. Ltd., (iv) M/s. Colfax Laboratories (India) Pvt. Ltd. and (v) M/s. Cosme Laboratories, Curti, Ponda and their workmen is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947):—

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 22nd May, 1978.

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal-Cum-Labour Court, Government of Goa, Daman and Diu

Reference No. IT/LC/Arb./76

M/s. Cosme Farma Laboratories,
 M/s. Carter Wallace Ltd.,
 M/s. Leukoplast (I) Pvt. Ltd.,
 M/s. Colfax Laboratories (I) Pvt. Ltd., &
 M/s. Cosme Laboratories

V/s.

Their Workmen represented by National Union of General Employees' Vasco-da-Gama, Goa.

The five managements and their workmen had an industrial dispute between them and they agreed to refer the same for my arbitration. I agreed to arbitrate. Thereafter, the agreement was forwarded to the Government of Goa, Daman and

Diu. By an order dated 6-10-76, the Government of Goa, Daman and Diu, in exercise of the powers under section 10-A(3) of the Industrial Disputes Act, ordered the publication of the said arbitration agreement in the Official Gazette and it was so done.

The management and the workmen formulated the differences existing between them and set out the same as annexure 'A' to the arbitration agreement.

Annexure 'A' to the agreement runs as follows:

"Whether the existing classification of jobs and occupations into various grades is right and proper and whether the workers are correctly placed in the categories; If not, in which individual cases it needs revision and what revision?"

On receipt of the copy of Government Order, the parties were called on to file their respective cases and exchange copies thereof. They took quite some time in this behalf and from time to time extended the period of arbitration from the original 30 days till 30th June, 1978. In the meantime, after the respective cases had been framed and filed before the arbitrator, the parties held mutual consultations and settled their differences. To-day a joint memo was filed along with the settlement of the dispute referred to for arbitration.

The settlement has three annexures. Under annexure 'A' the classification of jobs and job description with grades have been set out in detail. Under annexure 'B' the jobs mentioned in annexure 'A' have been classified in four different grades. Under annexure 'C' which is prepared separately for the five different managements and their respective employees, the employees promoted to or placed in appropriate categories according to jobs carried out by them are specified by names with their present grades and promoted grades with designation and the date of promotion.

The parties having negotiated mutually and having resolved their dispute both on principle and in implementation of the principle, there is no reason for the arbitrator to consider the settlement as anything but fair and proper. The settlement is therefore accepted and an arbitration award is being made in terms of the settlement.

AWARD

Arbitration award is made in terms of the settlement dated 15th April, 1978 between the parties to this dispute. The settlement with its annexure shall be attached to this award as schedule "1" and shall form part of the award.

(R. V. Kollali)

Presiding Officer.

Dated: — 4-5-78.

Place: — Dona Paula.

Memorandum of settlement under section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 entered into between M/s. Cosme Farma Laboratories, M/s. Carter Wallace Ltd., M/s. Colfax Laboratories (India) Pvt. Ltd., M/s. Leukoplast (India) Pvt. Ltd. and Cosme Lab, Curti, Ponda, Goa, and their workmen represented by the National Union of General Employees (INTUC), Vasco da Gama, Goa.

Representing the Employers Representing the Workmen

- | | |
|--|--|
| 1. Mr. K. S. Rao
Personnel Officer | 1. Mr. S. V. Rao
General Secretary,
National Union of General
Employees (INTUC)
Goa. |
| 2. Mr. B. C. D'Souza
Manager
Cosme Farma Laboratories
(Service Division) | 2. Mr. V. Fallari,
President of the unit. |
| 3. Mr. V. N. D'Souza
Production Manager
Cosme Farma Laboratories
(Manufacturing Division) | 3. Mr. Waman C. Daddiker
Secretary of the unit. |
| 4. Mr. S. S. Borcar
Production Manager
Carter Wallace Ltd. | 4. Mr. Govind B. Wadker |
| | 5. Mrs. Rachael Correia. |
| | 6. Mrs. Odette Soares. |

Representing the Employers

Representing the Workmen

5. Mr. R. S. Manglorekar
Production Manager
Colfax Laboratories (I)
Pvt. Ltd.
6. Mr. John Fernandes
Production Manager
Leukoplast (I) Pvt. Ltd.
7. Dr. A. X. Vaz
Quality Control Manager
Cosme Lab.

7. Mrs. Mrydula Prabhu.

Short recital of the case

The National Union of General Employees, Vasco da Gama, Goa, (hereinafter referred to as the Union) vide its letter dated 16th March, 1976, made a demand on the managements of M/s. Carter Wallace Ltd., M/s. Colfax Laboratories (I) Pvt. Ltd., M/s. Leukoplast (I) Pvt. Ltd., M/s. Cosme Farma Laboratories and M/s. Cosme Lab, (hereinafter referred to as "Companies") in respect of classification and promotions given to certain workmen, working in the factories of the respective Companies. The Union alleged that the classification was not done on scientific basis and that promotions were discriminatory.

The Union therefore, wanted the rectification of the then existing classification and a common agreed promotion policy to be implemented in these establishments. The managements stated that the classification of the workmen was done by adopting certain scientific norms and at the time of last settlement on wages the Union did not raise the dispute in respect of these norms. They further stated that if the classification based on the then existing norms, had worked satisfactory for a number of years, the union was not justified in artificially creating a dispute over the issue of classification. After prolonged discussions the parties could not settle the issue as a result of which on 19th June, 1976 the minutes were recorded of the conclusions reached between the parties.

Under the minutes it was decided to take up the matter to Mr. D. V. Ramchandran, the then Labour Commissioner of Goa, Daman and Diu, for his advice. The Labour Commissioner suggested that the entire dispute be referred to arbitration under the provisions of section 10-A of the Industrial Disputes Act, 1947. Accordingly, the parties entered into arbitration agreement on 22nd September, 1976, and the Government of Goa, Daman and Diu, published the same in the Official Gazette Series II, No. 28, dated 7th October, 1976. The managements, thereafter, submitted their written statements explaining the guidelines adopted for the classification then in force and also gave names of workmen, who according to the management deserve promotion to a higher scale by virtue of their work in that category. The Union thereafter suggested that an effort be made between the parties to finally resolve the dispute. Several meetings were held from December, 1977, and on 15th April, 1978, the parties reached the following settlement.

Terms of the Settlement

a) It is hereby agreed between the parties that the existing nomenclatures designations of the various jobs, are jointly arrived at on the basis of job descriptions assigned to each designation as shown in Annexure 'A' to this settlement.

b) It is hereby agreed between the parties that the jobs mentioned in Annexure 'A' to this settlement are classified in four different grades as shown in Annexure 'B' to this settlement.

c) In view of agreed job description as per Annexure 'A' and classification of grades as per Annexure 'B' it is hereby agreed between the parties that the workmen, whose names appear in Annexure 'C' to this settlement, shall stand promoted/placed in the appropriate grades as shown in column No. 3 of Annexure 'C'. It is further agreed between the parties that the workmen shall be entitled to all the benefits of the grade shown in column No. 3 with effect from the dates mentioned in column No. 4 against each name.

d) The parties hereby agree to make a joint prayer to the Hon'ble Arbitrator appointed by the Government of Goa, Daman and Diu, under Notification No. IRM/CONF/(154)/A-3/76/1509 dated 6th October, 1976, to pass an award in the arbitration proceedings in terms of this settlement.

e) The parties also agree to forward this settlement to the appropriate authorities for registration of the same under the provisions of the Industrial Disputes Act, 1947.

f) The workers and the Union agree that by virtue of this settlement the issue of classification is finally settled and the issue of promotion as on date is finally disposed off.

Dated this 15th day of April, 1978.

For the Workmen

S. V. RAO
Gen. Secretary

For the Employers

K. S. RAO
Personnel Officer

- | | |
|--------------------|----------------------|
| 1) V. FALLARI | 1) B. C. D'SOUZA |
| 2) WAMAN DADDICAR | 2) V. N. D'SOUZA |
| 2) GOVIND WADKER | 3) S. S. BORCAR |
| 4) RACHAEL CORREIA | 4) R. S. MANGLORECAR |
| 5) ODETTE SOARES | 5) JOHN FERNANDES |
| 6) MRYDULA PRABHU | 6) Dr. A. X. VAZ |

Annexure 'A'

List of classification of jobs and job descriptions with grades

Job	Job Description	Grade		
a) Sweeper	To sweep, wash, clean, swab floor, windows, doors, lavatories, washing places, wash basins, equipment, roads drains, walls furniture and fixtures and the entire premises in general and maintain general cleanliness; remove waste materials, dispose off waste materials, assist whenever called upon in loading and unloading operations, carrying materials and do any other work which does not require any skill and/or practice, and as may be directed by any Superiors.	IV		
b) General Attendant	Cleaning door, windows, ventilators, tables, chairs, equipments, trays, ovens vessels, loading/unloading from truck, shifting goods, removing and bringing goods from the warehouse to the manufacturing department and attending to such work at various places within/outside the factory premises, dismantle wooden cases, nail wooden cases, open wooden cases, washing bottles, rubber cutting disposing of waste materials, carrying materials, stacking goods, clearing, dusting, bringing raw materials and/or powdering raw materials. Serving tea, washing cups and do any other work which does not require any skill and/or practice as directed by the Superiors.	IV		
c) Packers	Stamping of printed labels, cartons and containers etc. Bunch packing of bottles, cartons, strips jars etc; labelling of bottles and containers; wrapping, inserting liners and/or literature in cartons; checking, counting and inserting liners strips in jars, containers or cartons; helping in strip packing; tablet checking of printed matter on labels, cartons and containers; counting of packing of spools, caristrapping of inners and shippers etc; carrying shippers and trays containing washed bottles within the limits of weights specified in Factories Act; weighing of tubes and containers; filling bottles and containers by vacuum filling or hand filling; tube filling; filling of jars and containers, visual checking and/or screening of empty and/or filled ampoules, bottles, jars etc. and any other work incidental to or connected with.	III		
d) Helper	Bottle washing; carrying materials, weighing materials, changing hopper, kettles, vessels; bottle filling, tube sealing and cans seaming; fitting shafts of spools, removing, removing rods, inserting rods, feeding mess, cloth winding on hasps, rotate hasps; washing of glass ware apparatus; bringing of raw materials and powdering of raw materials; rubber cuttings; bringing materials to assist Chemists, act as a helper to painter, electrician, plumber; fitter, carpenter and operators in their work as and when necessary; cleaning of work area, machines and equipments; helping in planing and saw cutting; washing of glass apparatus, bring tea and serve tea, stenciling of cases; loading and unloading; helping store-keeper in taking readings and carry out such other work of helper, not described above as directed by the Superiors from time to time.			III
e) Screen Painter	Screen printing of any flat, round oblong or any shape of containers, washing, cleaning and touching of screens and bottles, mixing of inks, checking printed bottles and material to be printed baking of bottles; adjusting manually operated machines for screen printing, and carrying necessary materials.			III
f) Laboratory Attendant	Maintenance of the cleanliness of the Laboratory, wiping and dusting of instruments, washing and drying of glassware and apparatus and keeping them in the respective shelves. Collect distilled water, assisting Chemists to collect sample of finished product, raw materials and in-process materials; handing over intimation slips and reports of analysis to respective Companies. Removing and handing over reference books and files as requested by Chemist and preparation of non-standard solution under the direction and supervision of the Chemist. Cutting of plaster, and carrying out other work which does not require such skills as directed by the Superiors.			III
g) Painter	Brush painting of all types of paints, varnishes, lime wash cement colours, etc. on all types, surfaces, internal and external surfaces, preparing of surface, clearing scrubbing, sand papering, removing paints with blow torch, filling of putty and plaster, glass pane fixing, carrying their own tools, mixing paints to match selected colour combination.			II
h) Spray Painter	Mixing of paints, spray painting of given articles, washing of bottles, attending to Compressors, baking and checking of products, cleaning of equipments, machinery and tools.			II
i) Lab Assistant	Carry out physical tests like hardness, thickness, disintegration, diameter of tablets, adhesive strength, tensile strength of plaster or fabrics, sampling of raw materials, collection of samples. Carrying out all tasks under the supervision of Chemists. Weighing on rough balances, making of bulk solutions, setting up of apparatus for extraction as per instructions of Chemists, preparing media, sterilising			II

	media, setting up and preparation of animals, checking of temperature, humidity and washing apparatus.			spooling and Lion Plaster machines. Processing of batches, including weighing, charging, adjusting temperatures and pressures, chilling and filtration; routine lubrication and cleaning of machines operated by them and carry out any work incidental or auxiliary to the above functions; maintains log books and sheets.	
j) Boiler Operator	Attending and operating fully automatic package type boiler, not coming under Boilers Act. Routine maintenance, minor repairs to boilers and auxiliary fittings, keeping records of working hours and log book, oil changing, filling oil in tank and periodical cleaning of nozzle, steam outlets, helping the Engineer in maintenance and/or overhauling the boiler as and when called upon to do so.	II			
			p) Fitter	Bench fitting jobs, pipe fittings, threadings, drilling, grinding, occasional rough electrical welding, making brackets, frames, repairs of pumps and assisting the mechanics in dismantling and fitting machines, fixing roof sheets, drains, maintenance of pumps, valves and fittings.	II
k) Carpenter	Selecting wood, planing the wood and cutting into sizes removing nails, dismantling cases or making new cases, making partitions, repairs to doors, repairs to furnitures, making frames, wooden articles like work tables, work benches and stools which do not require high finish, protective polishing, maintenance of wood work, fitting of door closures, fixing locks, preparing false ceiling and fixing them, fixing window panes, fixing roof sheets, sharpening their tools, routine maintenance of their machine tools like planing sawing machines.	II			
			q) Plumber	Pipe fitting, taping threading, grinding, drilling installing of water lines, drain lines, stone ware, toilet fittings and maintenance of drainage, maintenance of pumps, repairing and making load joints, pipe lines, valves steam pipe lines, steam valves, maintenance of water tanks, septic tanks and soak pits.	II
l) Wireman	Carrying out electrical wiring work for lighting/power of all types, installing switches, motor starters, maintenance and testing of lines, finding faults in circuits, repairing or changing of fuses, changing of lamps, lights, checking fans and holding a valid Wireman's permit.	II			
			r) Electrician	Carrying out electrical wiring work for lighting power of all types, installing switches, motor starters, drivers, motors, maintenance, testing of lines, painting and maintenance of transformers, checking of oil levels, changing of maintenance breathers, putting/changing of fuses, and maintenance of switches and contacts, maintenance of lamps, lights, fans, repairs to motors and fans (but not winding) rewiring of hot plates, iron heaters and having a valid Wireman's Certificate/Permit.	I
m) Chief Packer	Allocates work as per instructions of Superiors to all packers, maintains packing records in department. In addition does the usual job of packers, including occasionally checking of labels and cartons date of manufacture, batch number, date of expiry, writes material requisition, transfer of finished products etc. Handling despatches of orders of finished goods, getting cases, shippers marked, stacked separately, maintaining records pertaining to it; maintenance of control samples and records, despatches of samples to reps, maintaining progressive packing records, planning packing schedule to meet despatch schedules.	I			
			s) Senior Machine Operator	Operating, disassembling, assembling, adjusting to precision, rollers, dies, punches, printing attachment of Tableting machines, strip sealing machines, Handy Plast machine, operation including changing of material inspecting correct weights, pressures etc. On Cutting and Coating Machines — calculate cloth lengths for coating and rolling; calculate and adjust knife rollers according to width sizes of spools ordered and throughout the run of the cloth see that coating and cutting is uniform and wastage minimum; helps control records for weight variation and disintegration and/or maintains any log book prescribed for controlling rejections etc.; maintaining temperatures on the rollers, attending to minor maintenance, lubrication and repairs.	I
n) Air-Conditioning Plant Operator	Checking all units of the plant, are in working order every day before starting, checking up water levels of chiller and condenser tanks, operating valves, starting the plant, checking for proper functioning; taking leak tests, cleaning plant units, greasing bearings at proper intervals, taking and recording readings of all gauges and temperatures, cleaning cooling tower, water strainers, air filters and generally attending to the plant, reporting and recording defects and repairs and carrying out minor repairs, tensioning bolts, tightening bolts, pump packings and the like as per procedures.	II			
			t) Tablet Coater cum Machine Operator	Preparation of syrups, dusting powder, sheliac, solution, colour solution, polishing solution as per specification given by Chemist; adjusting temperatures and humidity and carrying out all the operations for the purpose of coating tablets upto final finishing stage. Besides, these, whenever tablet coating is not there, to operate either Tableting Machine or Strip Sealing Machine or Capsuling Machine as per description given in the job of Machine Operator; maintaining charts for weights.	I
o) Junior Machine Operator	Operating machines which require setting and adjustments, such as mixing, granulation, tableting, fitzmilling, operating and attending or knealing, cutting, coating,	II			

Annexure 'B'

Existing grades and classification of Jobs in the Grades	
Grade IV	Sweeper, General Attendant.
Grade III	Packers, Helpers, Laboratory Attendant, Animal House Attendant, Screen Printer.
Grade II	Painter, Spray Painter, Lab Assistant, Boiler Operator, Carpenter, Wireman, Air-Conditioning Plant Operator, Junior Machine Operator, Fitter Plumber, Jr. Electrician.
Grade I	Sr. Electrician, Senior Machine Operator, Chief Packers, Tablet Coater cum Tablet Machine Operator.

Note: a) Packers are placed in grade III only on confirmation on finding that they are carrying out the job satisfactorily.

b) Junior Machine Operator operating Tableting Machine, Strip Sealing Machines, Coating (in lil) Cutting (lil), Handy-plast (lil) Boiler Operator, Fitter, Plumber, Electrician are entitled to promotion to Sr m/c operators grade only after a period of 3-5 years on showing proficiency in handling and operating the machines and in their respective trades.

c) Classification of individuals in the above grades of workmen is done on the basis of the actual work performed by the workmen. Jobs are assigned on the basis of the suitability and aptitude of the workmen to carry out the functions in the particular job.

M/s. COSME FARMA LABORATORIES

(Manufacturing Division)

Nirancal Road, Curti,

PONDA, GOA

Annexure 'C'

Statement showing list of employees promoted to/or placed in appropriate categories according to the job carried out by them

Sr. no.	Name	Present grade with Designation	Promotion to and Designation	Date
1.	Mr. Shambu Gaude	IV Gen. Attend.	III Helper	1-1-76
2.	Mr. Kalidas Chari	II Machine operator	I Sr. Machine operator	1-10-76
3.	Mr. Caetano Fernandes	II Jr. machine operator	I Sr. machine optr.	1-10-77
4.	Mr. Rohidas Naik	IV Gen. Attend.	III Helper	1-1-76
5.	Miss Esperensa Fernandes	II Chief Packer	I Chief Packer	1-1-78
6.	Mr. Suresh Tilve	III Jr. machine operator	II Jr. machine operator	1-6-76
7.	Mrs. Bertha Fernandes	IV Packer	III Packer	1-4-76
8.	Miss Pramilla Naik	IV Packer	III Packer	1-4-76
9.	Miss Chandrakala Naik	IV Packer	III Packer	1-4-76
10.	Miss Lata Naik	IV Packer	III Packer	1-4-76
11.	Mr. Gangaram Satercar	IV Gen. Attend.	III Helper	1-7-76
12.	Miss Usha Rajadyax	IV Packer	III Packer	1-7-76
13.	Mr. Peter Gomes	II Lab. Asstt./machine optr.	I Sr. Machine operator	1-6-76
14.	Mr. Ligorio Fernandes	III Helper	II Jr. machine operator	1-10-76

Dated: 15th April, 1978.

M/s. COSME FARMA LABORATORIES

(Service Division)

Nirancal Road, Curti,

PONDA, GOA

Annexure 'C'

Statement showing list of employees promoted to/or placed in appropriate categories according to the job carried out by them

Sr. no.	Name	Present grade with Designation	Promotion to and Designation	Date
1.	Mr. Waman Daddicar	III Screen Printer	II Team Leader & Screen Printer	1-10-77
2.	Mr. Ranganath Gaoncar	IV Gen. Attend.	III Helper	1-1-78

Place: Ponda, Goa.

Dated: 15th April, 1978.

M/s. COSME LAB

Nirancal Road, Curti,

PONDA, GOA

Annexure 'C'

Statement showing list of employees promoted or placed in appropriate categories according to the job carried out by them

Sr. no.	Name	Present grade with Designation	Promotion to and Designation	From Date
1.	Mr. Ashok Verencar	III Lab. Attend.	II Lab. Assist.	1-5-76
2.	Mr. Agnelo Carvalho	IV Animal House Attend.	III Animal House Attend.	1-7-76

Dated: 15th April, 1978.

M/s. COLFAX LABORATORIES (INDIA) PVT. LTD.

Nirancal Road, Curti,

PONDA, GOA

Annexure 'C'

Sr. no.	Name	Present grade with Designation	Promotion to and Designation	Date
1.	Mr. Charles Jogaldini	II Jr. machine operator	I Sr. machine operator	1-3-77
2.	Mr. Sadu Naik	III Helper	II Jr. machine operator	1-3-77
3.	Mrs. Mrydula Prabhu	II Chief Packer	I Chief Packer	1-1-78
4.	Mr. Shantaram Gaoncar	IV Gen. Attend	III Helper	1-7-77
5.	Mrs. Jyoti Gaoncar	IV Packer	III Packer	1-8-75
6.	Miss Maduri Sharaf	IV Packer	III Packer	1-12-76
7.	Miss Shaila Desai	IV Packer	III Packer	1-12-76
8.	Miss Asha Borcar	IV Packer	III Packer	1-12-77
9.	Mr. Kushali Parodcar	IV Helper	III Helper	1-12-77
10.	Miss Anita Rodrigues	IV Packer	III Packer	1-2-78
11.	Miss Suda Naik	IV Packer	III Packer	1-2-78
12.	Miss Lata Naik	IV Packer	III Packer	1-2-78

Dated: 15th April, 1978.

M/s. LEUKOPLAST (INDIA) PVT. LTD.

Nirancal Road, Curti,

PONDA, GOA

Annexure 'C'

Statement showing list of employees promoted to or placed in appropriate categories according to the job carried out by them

Sr. no.	Name	Present grade with Designation	Promotion to and Designation	From Date
1	2	3	4	5
1.	Mr. Peter Fernandes	II Jr. machine operator	I Sr. machine operator	1-1-77
2.	Mr. B. Satardecar	III Helper	II Jr. machine operator	1-7-76
3.	Mrs. Rachael Correia	II Chief Packer	I Chief Packer	1-1-77

1	2	3	4	5
4. Mr. P. J. Fernandes	II Jr. machine operator	I Sr. machine operator		1-1-76
5. Mr. Ranganath Gaoncar	III Helper	II Jr. machine		1-1-78
6. Mr. P. I. Fernandes	IV Gen. Attend	III Helper		1-1-76
7. Miss Vasanti Naik	IV Packer	III Packer		1-1-76
8. Mr. J. I. Pinto	IV Gen. Attend	III Helper		1-7-76
9. Mr. Mangaldas Naik	IV Gen. Attend	III Helper		1-1-77
10. Miss Magdalene Fernandes	IV Packer	III Packer		1-10-77
11. Miss Flavia Fernandes	IV Packer	III Packer		1-3-78
12. Miss Celestine Fernandes	IV Packer	III Packer		1-3-78
13. Miss Bharati Kapleswarcar	IV Packer	III Packer		1-3-78

Dated: 15th April, 1978.

M/s. CARTER WALLACE LTD.

Nirancal Road, Curti,

PANDA, GOA

Annexure 'C'

Statement showing list of employees promoted to or placed in appropriate categories according to the job carried out by them

Sr. no.	Name	Present grade with Designation	Promotion to and Designation	From Date
1. Mr. Alex Dias		III Gen. Attend.	II Jr. machine operator	1-10-77
2. Mrs. Odette Soares		II Chief Packer	I Chief Packer	1-1-78
3. Mr. Dominic D'Costa		II Jr. machine operator	I Sr. machine operator	1-10-75
3. Mr. Chandracant Pai		III Helper	II Jr. machine operator	1-10-77
5. Mr. Govind Narvekar		II Jr. machine operator	II Jr. machine operator	1-3-73
6. Mr. Anand Naik		II Jr. machine operator	II Jr. machine operator	1-3-73
7. Mr. Prabhacar Gaoncar		II Jr. machine operator	II Jr. machine operator	1-3-73
8. Mr. Govind Wadcar		II Jr. machine operator	II Jr. machine operator	1-3-73
9. Mr. Harischandra Satyelcar		II Jr. machine operator	II Jr. machine operator	1-3-73
10. Mr. Mohan Satardecar		III Jr. machine operator	II Jr. machine operator	1-10-73
11. Miss Sarojini Mamlekar		IV Packer	IV Packer	1-10-74
12. Miss Shalini Shinde		IV Packer	III Packer	1-10-74
13. Mr. Jayant Bhonsle		IV Gen. Attend	III Helper	1-5-76
14. Miss Antonette D'Costa		IV Packer	III Packer	1-5-76
15. Miss Prafulla Naik		IV Packer	III Packer	1-5-76
16. Miss Shaila Bhakle		IV Packer	III Packer	1-6-76

Sr. no.	Name	Present grade with Designation	Promotion to and Designation	From Date
17.	Miss Shashikala L. Naik	IV Packer	III Packer	1-10-75
18.	Miss Ranjana Kantak	IV Packer	III Packer	1-6-76
19.	Miss Latika Phadte	IV Packer	III Packer	1-6-76
20.	Miss Ladu Mahale	IV Packer	III Packer	1-10-75
21.	Miss Vishranti Mamlecar	IV Packer	III Packer	1-10-75
22.	Miss Pingal Hazare	IV Packer	III Packer	1-10-75
23.	Mr. Giridas Elurecar	IV Gen. Attend.	III Helper	1-5-76
24.	Mr. Yeshwant Naik	IV Gen. Attend.	III Helper	1-5-76
25.	Miss Prafulla Kavlecar	IV Packer	III Packer	1-5-76
26.	Miss Rekha Kanecar	IV Packer	III Packer	1-4-76
27.	Miss Sheila Tendulcar	IV Packer	III Packer	1-4-76
28.	Mrs. Archana Phadte	IV Packer	III Packer	1-5-76
29.	Miss Sunanda Sidhaye	IV Packer	III Packer	1-5-76
30.	Miss Kala Desai	IV Packer	III Packer	1-5-76
31.	Miss Shoba Phadte	IV Packer	III Packer	1-10-75
32.	Mr. Mangaldas Naik	IV Gen. Attend	III Helper	1-5-76
33.	Miss Bharati Curtorcar	IV Packer	III Packer	1-10-76
34.	Mr. Gurudas Phadte	IV Gen. Attend	III Helper	1-1-77
35.	Mr. Prabhacar Gaude	IV Gen. Attend	III Helper	1-1-77
36.	Mr. Luis Fernandes	IV Gen. Attend	III Helper	1-1-77

Dated: 15th April, 1978.